



State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

ADDENDUM # 3

11/10/14
Solicitation - RFP #7549069

Title: Commuter Rail Planning Assistance

Submission Deadline: 11/21/14 @ 11:30 AM

Prospective bidders and all concerned are hereby advised of the attached changes/modifications for the above referenced RFP and are hereby requested to change their copies accordingly.

Lisa Hill, Chief Buyer

Bidders must include a signed copy of this addendum with their proposals submission as acknowledgement.

Company Name (print)

Signature of Authorized Representative

Interested Parties should monitor this website on a regular basis, for any additional information that may be posted.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
RIDOT Addendum Notification

**RFP 7549069 / COMMUTER RAIL PLANNING ASSISTANCE: TRACK CAPACITY,
RIDERSHIP AND TITLE VI ANALYSIS**

Per the issuance of Department of Transportation **ADDENDUM # 7549069A3** the following changes are noted:

- **PRE-PROPOSAL Q&A**

Attached responses 1 through 8 will clarify questions and comments discussed at the Pre-Proposal Meeting held on October 30, 2014.

- **TITLE VI TASK - SCOPE CLARIFICATION**

Clarification with regard to the Title VI services/deliverables requested by RIDOT has been further defined and delineated per task requirement and timeline for task delivery. Per issuance of this Addendum, information provided shall be incorporated in the project scope, and shall become an integral part of the final Contract Document.

- **TITLE VI TASK - REVIEW ATTACHMENT**

Current "Rhode Island Department of Transportation Title VI Program 2012 – 2015" is attached for review

- **ATTENDANCE SHEET**

Courtesy copy of Attendance Sheet from Pre-Proposal Meeting held on October 30, 2014.

APPROVED:  11/6/14
Robert A. Shawver, P.E. DATE
Administrator
Planning & Program Development

TO ALL RESPONDENTS:

In line with the Scope of Services requested, RIDOT seeks to establish a **performance-based** contract with a professional Consultant firm to perform three primary tasks, along with the required reporting deliverables within the defined timeline.

Respondents are instructed to submit a TECHNICAL PROPOSAL along with a separately sealed COST PROPOSAL to the Department of Administration Office of Purchases by **FRIDAY, NOVEMBER 21, 2014 no later than 11:30 AM.** Submission package should be clearly labeled as to Bid # and Project Description. (NOTE: Original Due Date was extended per issuance of 7549069A2 on 10/30/14)

TECHNICAL PROPOSAL ("Original" plus SIX (6) HARD COPIES) and a *separately sealed* **COST PROPOSAL** (THREE (3) HARD COPIES) are to be submitted simultaneously. RIDOT requests that the Technical Proposal submission be submitted not only in hard copy form but also on CD-ROM. Clearly labeled CD ROM should be attached to the inside cover of each Technical Proposal submission. RIDOT requires that the electronic version of said Proposals be submitted in Adobe PDF format. Separately sealed **COST PROPOSAL**) shall be authorized and fully completed using the format provided in RFP.

Respondents are encouraged to PLEASE LIMIT THE SIZE AND VOLUME of the TECHNICAL PROPOSAL provided; the evaluation process -as defined on PAGE 7 of RFP will focus on the content of the 25 PAGE technical narrative so firms are encouraged to please focus on this entry in preparing their submission.

Due to the limited storage capacity both at RIDOT and RIDOA RIDOT requests SPIRAL BOUND PROPOSALS PLEASE; the use of 3-RING binders is discouraged.

TECHNICAL and COST Proposals will be evaluated separately. Cost Proposals will remain sealed at DOA until such time as technical scoring has been completed. Only firms receiving qualifying technical scores of **55 POINTS or more** will advance to the cost evaluation phase. Firms who do not qualify will be disqualified from any further consideration.

RIVIP BIDDER CERTIFICATION COVER FORM *must* be signed, completed and submitted along with TECHNICAL PROPOSAL submission. "ORIGINAL" RIVIP FORM should be clearly presented for Purchases review and a "COPY" of RIVIP FORM should be included in EACH TECHNICAL Proposal submission.

Besides the RIVIP Form, RIDOT requires that all Respondents complete and include in **each TECHNICAL SUBMISSION** the following forms:

- **DEBARMENT**
- **LOBBYING**
- **CONFLICTS DISCLOSURE STATEMENT**
- **Certification for TITLE VI Assurance**
- **W-9 FORM** is also required at this time but shall be submitted "*unbound*" for DOA review and acceptance. Copies of W-9 FORM need **NOT** be included in each Proposal Submission.

Additionally, in accordance with RI General Laws, no **FOREIGN CORPORATION**, (a corporation established other than in RI) has the right to transact business in RI until it has procured a **CERTIFICATE OF AUTHORITY** from the **OFFICE OF THE SECRETARY OF STATE (401) 222-2357**. If Applicable, a copy of the Respondent's Certificate of Authority **MUST** be Included as part of the Technical Submission behind the front page of each copy of the Proposal for immediate review.

If firm does not possess Certificate, your firm must acknowledge **NON-COMPLIANCE** with this requirement and confirm in writing that if selected you will expedite acquisition of Certificate of Authority **prior to award**. This letter of acknowledgement must be included behind the front page of each copy of the Proposal.

Services anticipated under this Agreement will have a maximum completion date of **TWO (2) YEARS**. Upon contract completion, RIDOT may elect to renew services annually for an additional TWO (2) YEARS contingent upon: **(1)** results and recommendations generated through this contract and, **(2)** the State's satisfaction and acceptance of the selected CONSULTANT'S services and deliverables.

Questions may be posted to the RIDOT website @ www.dot.ri.gov through steps outlined in RFP. The Q&A Forum will disable 5 full calendar days prior to the due date for this project; **therefore the closing date for this project is NOON on NOVEMBER 15, 2014**. A determination will be made by RIDOT, in coordination with Purchases, whether an addendum will be required.

1. Q – Task 1 references a study of “potential rail alignments”. Can you identify a specific number of alignments needed?

A – All rail alignment alternatives under this task will be within the Amtrak Northeast Corridor (NEC) right-of-way. If additional right-of-way is needed or proposed along the NEC, the consultant will identify that as such in Task 1.2. RIDOT does not anticipate more than three potential alignments.

2. Q – Assume any alignments needed to enhance capacity would be along the full 18 MILE corridor. Is there a service schedule to meet to determine if segment easier to triple track so easier to run?

A – Analysis needed under this project is strictly related to physical infrastructure and not to service. Specifically, to determine the physical constraints and the opportunities irrespective of operations.

3. Q – Please clarify scope of any design required for capacity improvements and cost estimates.

A – There is no detailed engineering necessary for this task. Any design requirements would be conceptual in nature and not actual plan sheets. The intent would be to show the corridor with inset maps identifying an area as a major constraint.

4. Q – Does RIDOT anticipate any right of entry as part of assessment?

A – NO. Access/entry to AMTRAK property is not anticipated.

5. Q – Is there any interest in connecting to URI with Kingston Station close by?

A – Not under this RFP. However the consultant will need to consider RIDOT'S ongoing Kingston Track Capacity High Speed Rail Project when proposing alignments.

6. Q – Can you share the budget assigned this project?

A – NO.

7. Q – What is the scale of Conceptual Design is anticipated?

A - RIDOT is not seeking comprehensive engineering drawings. The most detailed we anticipate a drawing is at a 1"=200' scale. It is not necessary to diagram the entire alignment at this scale, only the areas that require specific attention.

8. Q – With regard to the TITLE VI task, can you provide any detail on the extent of work anticipated?

A – To complete this task, the consultant will be expected to prepare a complete draft of an updated FTA Title VI Plan by April 1, 2015. The existing three-year plan is provided as an attachment. The revised three-year plan will include the following sections:

I. Introduction

- A. South County Commuter Rail (service description)**
- B. Title VI Program (chapters III, IV, V of Circular)**

II. General Reporting Requirements

- A. Notifying Beneficiaries of Protection Under Title VI**
- B. Title VI Complaint Procedures**
- C. Title VI Investigations (summary of complaints, lawsuits, etc.)**
- D. Public Participation Plan and Summary of Outreach Activities (will need to modify the existing Pawtucket Station Public Participation Plan)**
- E. Providing Meaningful Access to LEP Persons (update LEP Plan, solicit feedback from LEP community, and analyze demographics, survey RIDOT employees regarding interaction with LEP individuals, survey riders to determine satisfaction with language services)**
- F. Minority Representation on Planning and Advisory Boards**
- G. Monitoring Subrecipients**
- H. Determination of Site or Location of Facilities (e.g. TF Green Airport and Wickford Junction)**

III. Fixed Route Transit Providers

- A. Monitoring of System-Wide Service Standards and Policies (likely adoption of MBTA service standards)**
- B. Collect and Report Demographic Data**
- C. Monitor Transit Service**
- D. Evaluate Service and Fare Changes**

The intent is for the consultant to deliver a draft in a user-friendly, easily-readable format not to exceed 35 PAGES. The draft plan will be submitted in electronic format, along with FIVE (5) hardcopies.

ADDENDUM # 7549069A3

**RI Department of Transportation
November 6, 2014**



State of Rhode Island
Division of Purchases
One Capitol Hill
Providence, RI 02908

"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

BID NUMBER:	7549069
BID TITLE:	COMMUTER RAIL PLANNING ASSISTANCE: TRACK CAPACITY, RIDERSHIP AND TITLE VI ANALYSIS
PRE-BID DATE AND TIME:	October 30, 2014 at 11:00 A.M.

Purchasing Representative:	None
Pre-bid START TIME:	11:00 AM
Pre-bid END TIME:	11:35 AM

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
Parsons Brinckerhoff	Nick Schmidt	75 Arlington St, 4th Floor	Schmidt@powerworld.com	617-960-4877		
STV	Dennis Jolly		Dennis.Jolly@STV.com	560-503-0485		
VHB	Natasha Velicovich	10 Dorance St. PVD	nvelicovich@vhb.com	617-407-2909		
AECOM	Bob Wright	100ems st PVD	robwrt-wright@aecom.com	401 854-2821		
McMahon	Christi Apicella	500 Providence St. Providence	capicella@mcmahonassoc.com	401-648-7200		
HNTSB	TONY GOWEN	500 APPROPR CHELSEA/MA	AGOWEN@HNTSB.COM	978-905-4032		
Bryant Associates	Katherine Tuvin	690 George Washington Hwy, Lincoln	Ktuvin@bryant-assocs.com	401-722-7660		
ASG Planning	Anne Galbraith	400 Westminster St Providence, RI 02903	anne@asgplanning.com	401-644-5861		
Jacoby Murray	RIDOT Contracts		curj.murray@dot.rhodeis.gov	222-2495 (401)	X4406	
Andy Kaziel	RIDOT - Planning	2 Capitol Hill PVD	andrew.kaziel@dot.rhodeis.gov	401 222 4203 X 4493	222 4203 - 4570	
Q. J. Silas	RIDOT - Planning	Rm 328	q.j.silas@dot.rhodeis.gov	222-4203 X 4493		
Stephen Devine	RIDOT - Planning	2 Capitol Hill	stephen.devine@dot.rhodeis.gov	222-4203 X 44063		
David Nelson	Jacobs	343 Congress St	david.nelson@jacobs.com	617 532 4286		
Robert Conroy	Robert Conroy	321 Summer St Boston, MA 02108	conroyrob@stumm.com	617 303 1181	617 482 1827	
Green International Affiliates Inc	Sergio Musto	239 Uffington Rd, Westford, MA	smusto@greenintl.com	978-923-0400		

Rhode Island Department of Transportation



Title VI Program

2012-2015

I. INTRODUCTION

The Rhode Island Department of Transportation (RIDOT or the Department) is a direct recipient of federal funds under several Federal Transit Administration (FTA) sponsored grant programs: Metropolitan & Statewide Planning (5303, 5304, 5305), Urbanized Area Formula Program (5307), Major Capital Investments (New Starts and Small Starts) (5309(b)(1)), and Fixed Guideway Modernization (5309(b)(2)). RIDOT administers numerous programs, projects and activities and is responsible for a diverse transportation system that includes recently-initiated commuter rail service (but does not include bus service; the Rhode Island Public Transit Authority, a separate public transportation entity, provides statewide bus service in Rhode Island). RIDOT's mission is to maintain and provide a safe, efficient, environmentally, aesthetically and culturally sensitive intermodal transportation network that offers a variety of convenient, cost-effective mobility opportunities for people and the movement of goods supporting economic development and improved quality of life. In fulfilling its mission, RIDOT conducts its programs, services and activities statewide, thus serving a population estimated to be 1,050,292.¹

As a recipient of FTA funds, the Department is under an obligation, pursuant to Chapter III (4) of FTA Circular 4702.1B, to submit a Title VI compliance report to FTA's Region I Office every three years.



Figure 1 - T.F. Green Airport Station

¹ U.S. Census Bureau: State and County QuickFacts, available at quickfacts.census.gov/qfd/states/44000.html (accessed 2/5/2013).

A. South County Commuter Rail: Commuter Rail Service South of Providence.

Until late 2010, the Department’s primary transit role had been the planning and development of commuter rail service within the State of Rhode Island. Although the Massachusetts Bay Transportation Authority (MBTA) operated commuter rail trains between Boston and Providence, no commuter rail service existed further south in Rhode Island. However, on September 30, 2010, the State of Rhode Island, acting by and through the Department, entered into the South County Operating Agreement (Operating Agreement) with MBTA to extend MBTA commuter rail service further into Rhode Island. The Operating Agreement delineates the obligations of the Department and MBTA with respect to commuter rail services south of Providence: under the Operating Agreement, MBTA agrees to operate commuter rail service to and from Providence to T.F. Green Airport Station in Warwick, Rhode Island, and Wickford Junction in North Kingstown, Rhode Island (South County Commuter Rail Service). As the operator of the Department’s South County Commuter Rail Service, and as part of MBTA’s duties under the Operating Agreement, MBTA provides all transportation services for the South County Commuter Rail Service.² Accordingly, on December 6, 2010, MBTA began to operate six trips per day to the Interlink at T.F. Green Airport, thus initiating the start-up phase of the South County Commuter Rail Service. Thereafter, on April 23, 2012, service commenced to the newly-opened Wickford Junction rail station.



Figure 2 - Wickford Junction

² See Operating Agreement § 6.4.

B. Title VI Program.

The purpose of this Title VI Program document is to fulfill the general reporting requirements of Chapter III of FTA Circular 4702.1B, as well as the requirement to set system-wide service standards and policies of Chapter IV of FTA Circular 4702.1B. Specifically, this Title VI Program document discusses the following with respect to the South County Commuter Rail Service operated by MBTA:

- Title VI Notice
- Title VI Complaint Procedures
- Title VI Investigations
- Public Participation Plan and Summary of Outreach Activities
- Language Assistance to Persons with Limited English Proficiency
- Commuter Rail-related Boards, Councils, or Committees: Racial Breakdown and Outreach Efforts
- Efforts to Ensure Subrecipient Compliance
- Title VI Equity Analysis: New Facility Construction
- System-wide service standards and policies related to the South County Commuter Rail Service

II. GENERAL REPORTING REQUIREMENTS

The Department, as a recipient of FTA funds, has an obligation to follow the requirements of Chapter III of FTA Circular 4702.1B “to ensure that [its] programs, policies and activities comply with [the Department of Transportation’s] Title VI regulations.”³

A. Notifying Beneficiaries of Protection Under Title VI.

RIDOT has published a Title VI brochure for dissemination in its offices, on its website, and at public meetings. RIDOT also posts Title VI notices on its website, at Providence Station, T.F. Green Airport Station, and Wickford Junction Station. The Department has attached copies of the Title VI brochure and Title VI notices in Appendix A.

B. Title VI Complaint Procedures.

RIDOT’s procedures for tracking and investigating Title VI complaints, as well as its Title VI complaint form, are available on RIDOT’s website. A copy of these documents is also included in Appendix B.

RIDOT has communicated with MBTA about the processing, investigation and disposition of Title VI complaints. RIDOT has confirmed that MBTA will refer to RIDOT all Title VI complaints regarding the SCCR service. Additionally, RIDOT has tested MBTA’s toll-free number to confirm that it works from Rhode Island.

³ FTA Circular 4702.1B at page III-1.

C. Title VI Investigations.

Pursuant to Chapter III(7), RIDOT must “prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient.” Chapter III(4)(a)(3) also mandates the following: “This list should include only those investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, and/or national origin in transit-related activities and programs and that pertain to the recipient submitting the report”

RIDOT has not received any Title VI complaints or conducted any investigations since the filing of its Title VI Program 2009 – 2012. Moreover, RIDOT has not been the subject of any transit-related Title VI investigations conducted by entities other than FTA, nor has it been named in any lawsuits or complaints that pertain to allegations of discrimination on the basis of race, color, or national origin in transit-related activities.

D. Public Participation Plan and Summary of Outreach Activities.

Chapter III(4)(a)((4)) requires submission of “[a] public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Program submission.”

Public participation guidelines and outreach plan

RIDOT’s Public Participation Plan, which includes outreach strategies to engage minority and limited English proficient populations, is included in Appendix C.

Summary of outreach efforts made since the last Title VI Program submission

In January 2012, MBTA introduced a proposal to increase fares by an average of 35 to 45 percent and to eliminate service on many of its transit lines. The proposed changes had potential negative impacts for South County Commuter Rail Service, particularly with respect to night and weekend commuter rail service to Providence: Rhode Island would have lost four weekday stops and 19 weekend stops.



Figure 3 - Providence Station

On February 27, 2012, RIDOT hosted a public meeting in Providence to facilitate a discussion between the public and representatives from MBTA regarding MBTA's proposed fare and service changes. RIDOT held the meeting from 6 to 8 p.m. at a handicap accessible State office building located within walking distance of Providence Station and along a bus route. RIDOT publicized information about the public meeting with diverse media organizations throughout the State of Rhode Island, as well as with the Rhode Island Public Transit Authority, RIDOT's sister agency. RIDOT also posted English-, Spanish- and Portuguese-language notices at Providence Station, T.F. Green Airport Station, and with the following community organizations, which serve primarily low-income and minority populations within the SCCR Service area:

- Center for Hispanic Policy and Advocacy
- Elmwood Community Center
- Environmental Justice League of Rhode Island
- Federal Hill House
- Hispanic American Chamber of Commerce
- Hmong United Association of RI
- International Institute of RI
- Jewish Community Center of RI
- Joslin Community Center
- Nickerson Community Center
- PHA Community Centers
- Rhode Island Indian Council Inc.
- Silver Lake Community Center

- Smith Hill Community Center
- Washington Park Community Center
- West End Community Center

Copies of meeting notices are provided in Appendix C.

Approximately 25 individuals attended the public meeting, and 14 attendees submitted fully- or partially-completed surveys.⁴ The public meeting was an interactive forum: MBTA presented information—verbally and visually—about the proposed fare and service changes, attendees asked clarifying questions and provided verbal and written input on the proposals, and MBTA and RIDOT provided responses.⁵

E. Providing Meaningful Access to LEP Persons.

RIDOT has conducted a Four-Factor Analysis with respect to its transit program activities and drafted a Language Assistance Plan for SCCR Service based on that analysis. As discussed in the analysis and Language Assistance Plan, RIDOT has very little interaction with SCCR users overall, and even less interaction with Limited English Proficiency (LEP) individuals regarding SCCR service. RIDOT receives requests for train schedule information approximately once per month; the Customer Service Office has never received an inquiry regarding SCCR service from an LEP individual.

RIDOT's Language Assistance Plan reflects its agreement with MBTA for MBTA to provide such services for the SCCR Service.⁶ It also reflects its rare contact with SCCR users but nevertheless addresses the identified needs of the LEP populations it serves. A copy of RIDOT's Four-Factor Analysis and Language Implementation Plan is provided as Appendix D. A copy of the Operating Agreement with MBTA is also included in Appendix D.

⁴ MBTA and RIDOT provided informational brochures in English, Spanish and Portuguese, as well as English- and Spanish- language surveys. A summary of survey results is provided in Appendix D.

⁵ Communication Access Realtime Translation services and sign-language interpreters were available to assist hearing-impaired attendees. RIDOT did not receive any requests for foreign language interpreters.

⁶ See Operating Agreement § 6.4.



Figure 4 - Rhode Island State House, Providence

F. Minority Representation on Planning and Advisory Boards.

At this time, there are no Planning and Advisory Boards.

G. Monitoring Subrecipients.

Chapter III(12)(b) of FTA Circular 4702.1B provides: “When a subrecipient is also a direct recipient of FTA funds, that is, applies for funds directly from FTA in addition to receiving funds from a primary recipient, the subrecipient/designated recipient reports directly to FTA and the primary recipient/designated recipient is not responsible for monitoring compliance of that subrecipient.”

Currently RIDOT’s only subrecipient is MBTA. MBTA is also a direct recipient of FTA funds and reports directly to FTA. Pursuant to Chapter III(12)(b) of FTA Circular 4702.1B, RIDOT is not responsible for monitoring MBTA.

H. Determination of Site or Location of Facilities.

Pursuant to Chapter III(13) of FTA Circular 4702.1B, the term “facilities” includes storage facilities, maintenance facilities, and operations center, but excludes transit stations.

RIDOT completed construction of the Wickford Junction train station in April 2012, but it has not constructed any facilities within the meaning of Chapter III(13).

III. REQUIREMENT TO SET SYSTEM-WIDE SERVICE STANDARDS AND POLICIES

At a meeting dated May 22, 2013, between the Department and FTA, FTA instructed the Department to address the monitoring of system-wide service standards and policies related to the South County Commuter Rail Service.

A. Requirement to Set System-Wide Service Standards and Policies.

MBTA has adopted system-wide service standards and policies for commuter rail service, as detailed further below. The MBTA system-wide service standards and policies apply to the South County Commuter Rail Service.

1. Vehicle Load Standards

According to MBTA's Service Delivery Policy, the average maximum load during early morning, midday school and peak operating periods should not exceed 110 percent of seated capacity.⁷ The chart below applies the maximum load factor to the possible commuter rail coaches used for SCCR Service.

Coach Type	No. Seats	Standing	Total	Max. Load Factor
Pullman	114	11	125	1.1
Messerschmitt-Bolkow-Blohm	94	9	103	1.1
Messerschmitt-Bolkow-Blohm	96	9	105	1.1
Bombadier A	127	12	139	1.1
Bombadier B	122	12	134	1.1
Bombadier C	122	12	134	1.1
Kawasaki	185	18	203	1.1
Kawasaki	175	17	192	1.1
Kawasaki	182	18	200	1.1
Kawasaki	180	18	198	1.1

The average maximum load during non-peak operating periods should not exceed 100 percent of seated capacity.⁸ The chart below applies the maximum load factor to the possible commuter rail coaches used for SCCR Service.

⁷ Massachusetts Bay Transportation Authority, *Service Delivery Policy* 14 (2010).

⁸ *Id.*

Coach Type	No. Seats	Standing	Total	Max. Load Factor
Pullman	114	0	114	1.0
Messerschmitt-Bolkow-Blohm	94	0	94	1.0
Messerschmitt-Bolkow-Blohm	96	0	96	1.0
Bombadier A	127	0	127	1.0
Bombadier B	122	0	122	1.0
Bombadier C	122	0	122	1.0
Kawasaki	185	0	185	1.0
Kawasaki	175	0	175	1.0
Kawasaki	182	0	182	1.0
Kawasaki	180	0	180	1.0

2. Vehicle Headway Standards

MBTA has established the following minimum frequency of service levels for commuter rail service, including SCCR Service.⁹

Time Periods	Minimum Frequency
A.M. & P.M. peak periods	3 trips in peak direction
All other periods	180-minutes in each direction
Saturday – all day	180-minutes in each direction

3. On-time Performance Standards

MBTA's on-time performance standard for commuter rail measures the percent of trips that depart/arrive within five minutes of scheduled departure/arrival times: 95 percent of MBTA commuter rail trains will depart and arrive at terminals within five minutes of scheduled departure and arrival times.¹⁰

4. Service Availability Standards

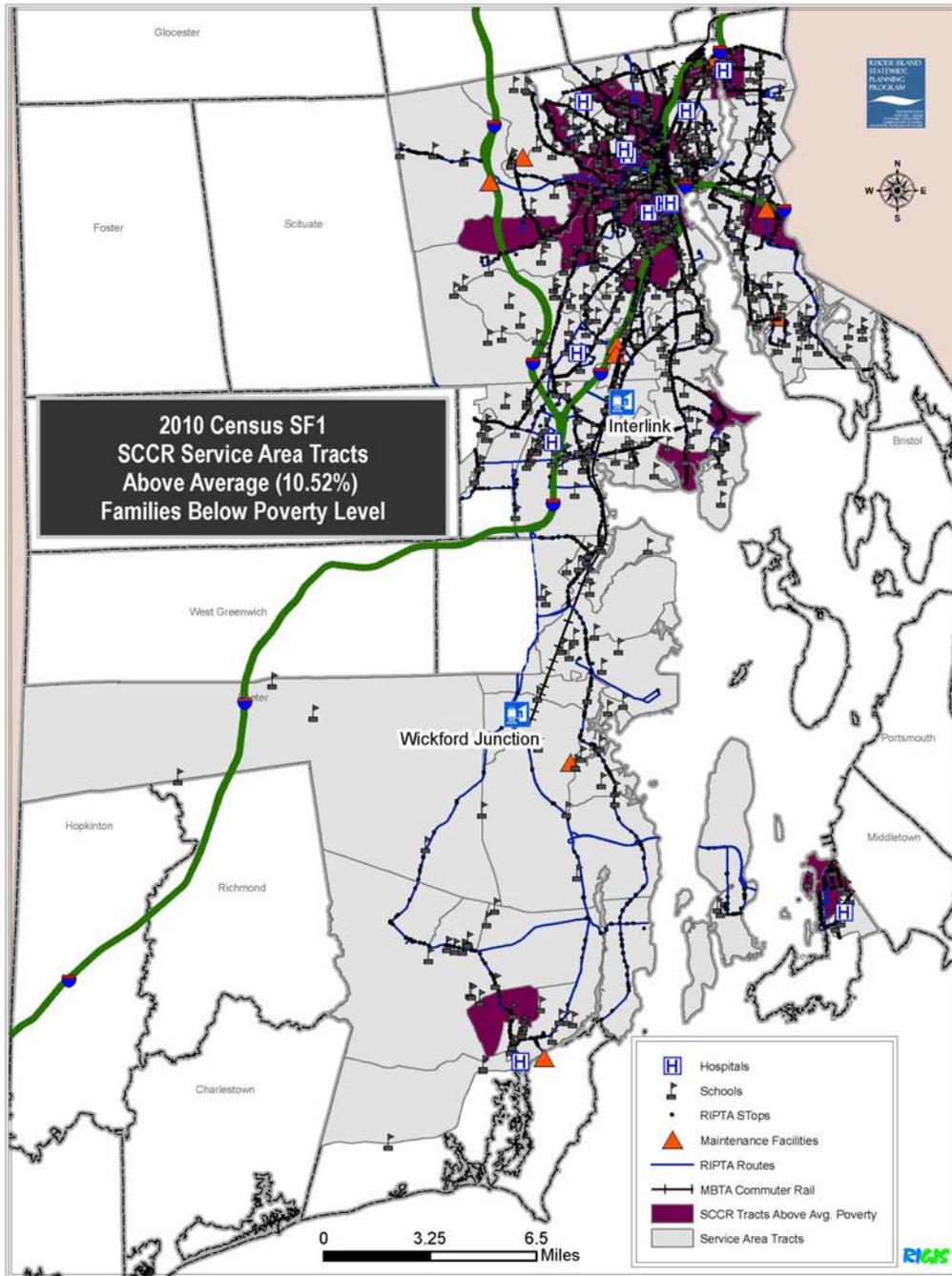
RIDOT locates SCCR stations along the Northeast Rail Corridor so that approximately 50 percent of all residents of the State of Rhode Island are within a 20-minute drive to a commuter rail station.

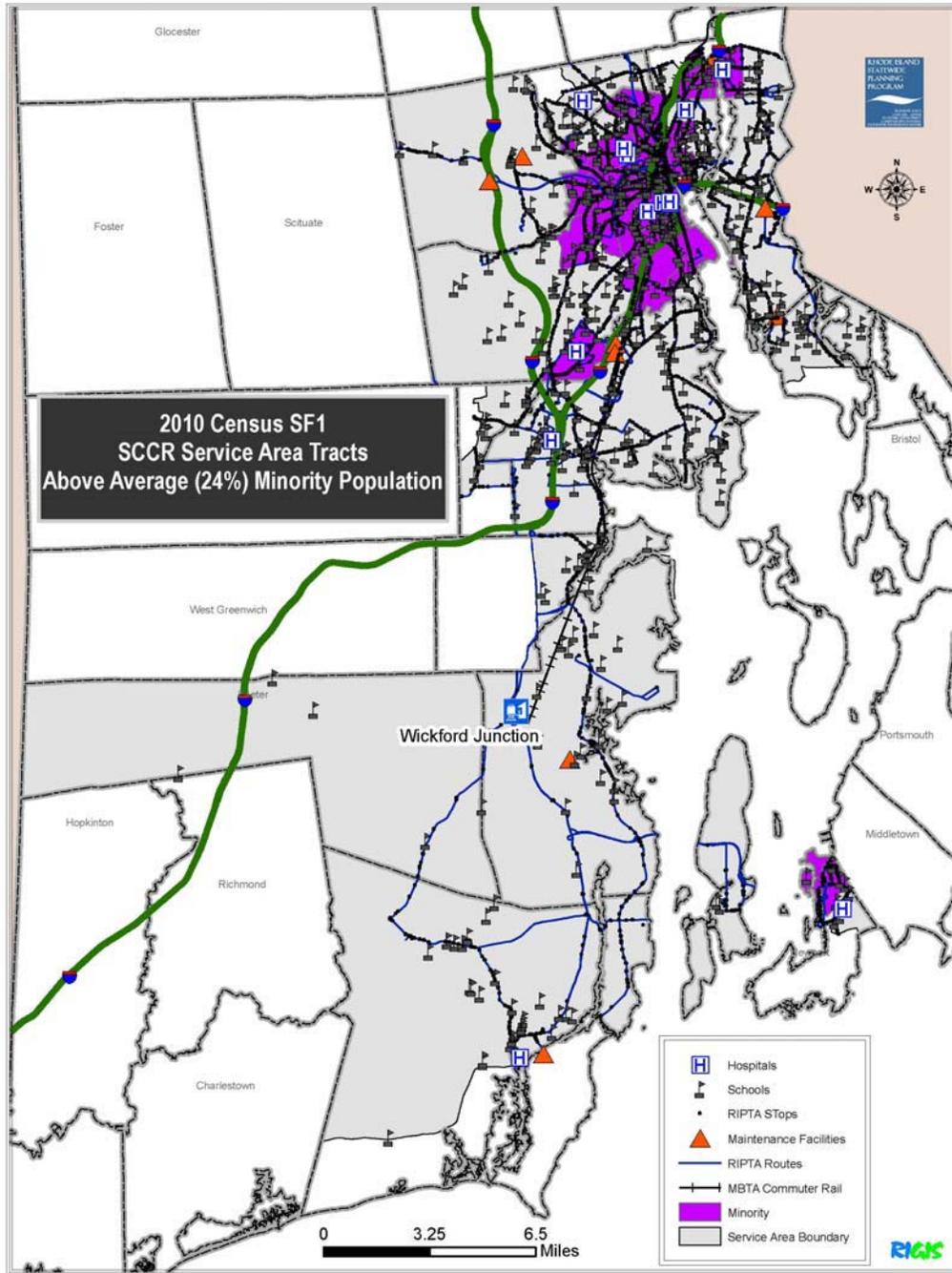
As the two graphics below illustrate, Providence Station is located within an area that includes above average concentrations of low-income and minority residents, but the same is not true for the Interlink at T.F. Green Airport or Wickford Junction. However,

⁹ *Id.* at 8.

¹⁰ *Id.* at 12.

RIDOT is conducting preliminary engineering and environmental reviews necessary to develop a proposed commuter rail station in Pawtucket, a location north of Providence that would service high concentrations of minority and low-income persons.





5. Distribution of Transit Amenities

Provision of Information – Digital Equipment

In designing and constructing T.F. Green Airport Station and Wickford Junction Station, the Department adopted MBTA standards with respect to variable message signs located above the station platforms.

The MBTA has implemented a Passenger Train Information System (PTIS), also known as the “Next Train” system, on commuter rail at all stations except those that offer live information The PTIS uses state-of-the-art global-positioning-system (GPS) technology on the trains moving along the line to generate automated messages regarding the arrival of the next train on the LED [remote-controlled passenger information] signs located on the station platforms. If service is disrupted, the location information is supplemented by a “Console Operator” who monitors the movement of the trains to manually send ad hoc messages as required to the signs. The system also generates automatic station announcements on board the train.¹¹

Variable message signs are also available at Providence Station, which is owned and operated by the National Railroad Passenger Corporation (Amtrak).

The Department will continue to coordinate with MBTA regarding digital information systems, both for existing stations and any future stations, so that the Department maintains consistency in the provision of information throughout South County Commuter Rail Service.

Station Maintenance

To ensure proper maintenance of the commuter rail stations that the Department constructed within the last several years, RIDOT has entered into third-party agreements. With respect to the Interlink at T.F. Green Airport, the Department entered into a Project Agreement with the Rhode Island Airport Corporation (RIAC). Under the terms of the Project Agreement, RIAC is responsible for the administration, management, maintenance, regulation and operation of the Interlink, previously known as the Intermodal Facility, while the Department is responsible for capital maintenance, and operation of the train station platform.¹²

Similarly, with respect to Wickford Junction, RIDOT has entered into an Operations and Maintenance Agreement with a third-party that manages and maintains Wickford Junction Station a professional, businesslike and efficient manner.

¹¹ Massachusetts Bay Transportation Authority, *Title VI Report: 2011 4-17 – 4-18* (2011).

¹² See Project Agreement § 6.1.

As discussed above, Amtrak owns and maintains Providence Station. However, RIDOT pays a fee to Amtrak for station operation and maintenance, and it is preparing to undertake a \$5-6 million project to conduct repairs to Providence Station.

The Department will continue to enter into third-party maintenance agreements for any future stations that it may design and construct within the South County Commuter Rail Service.

6. Vehicle Assignment

Under the Operating Agreement, MBTA is obligated to provide the locomotives and passenger cars for the South County Commuter Rail Service.¹³ MBTA's Title VI Report: 2011 discusses MBTA's system-wide vehicle assignment policy with respect to MBTA's commuter rail service.

Vehicle assignments are developed based on specific standards of commuter rail service. These standards include providing a minimum number of seats for each scheduled trip, providing one functioning toilet car in each trainset, maintaining the correct train length to accommodate infrastructure constraints, and providing modified vehicles, when necessary, for a specific operating environment. The MBTA strives to assign its vehicles as equitably as possible within the equipment and operational constraints of the system.

.....
The commuter rail coach fleet is composed of four types of coaches and two types of locomotives, which are assigned to the 13 commuter rail routes. Both coaches and locomotives have a service life of 25 years. . . .

Train consists are assembled based on minimum seating capacity to meet the morning and evening peak-period requirements. Presently the MBTA commuter rail contract operator is contractually required to have . . . 213 coaches in 33 South Side trains [including trains to Providence and those serving South County Commuter Rail Service]. Most train consists generally are not dedicated to a specific line, but are cycled throughout the system Every train consist must have a control coach. The following vehicle characteristics must also be considered when assigning vehicles:

- **Kawasaki Coaches (bilevel)** – There is no specific policy restricting the use of these vehicles in the commuter rail system. Currently they are used exclusively in the South Side commuter rail system, since it carries approximately 65 percent of the total boardings of the system. The bilevel coaches offer substantially more seating than the single-level coaches. This allows Railroad

¹³ See Operating Agreement § 5.

Operations to maintain consist seating capacity while minimizing the impacts of platform and layover facility constraints. The MBTA intends to purchase only bilevel coaches in future procurements in order to accommodate increasing ridership demands and to allow for greater flexibility when scheduling vehicle assignments.

- **Messerschmitt-Bolkow-Blohm (MBB) Coaches** – Every train consist has at least one MBB coach equipped with toilet facilities.

...

....

- **Advanced Civil Speed Enforcement System (ACSES)** – All control coaches and locomotives operating on the Providence Line must be equipped with a functioning ACSES system. ACSES is a Federal Railroad Administration (FRA)-mandated requirement. All locomotives except the GP40 series have ACSES installed and functioning. The GP40 locomotives have ACSES installed but have not yet been qualified to use it. The Bombardier control coaches do not yet have ACSES installed, and therefore are limited to North Side service [north and east from North Station in Boston, Massachusetts]. There are more locomotives and control coaches equipped with ACSES than are required to meet the daily Attleboro scheduled trips. This provides for greater flexibility in vehicle assignments.

All coaches in the commuter rail fleet are equipped with similar amenities, the exception being the MBB coaches, which are equipped with toilets; therefore, the primary variation among coaches is age. For the purpose of periodic monitoring, an assessment of compliance for vehicle assignment is completed each year based on the average age of a trainset for a specified time period.

Modernization of the commuter rail fleet is underway through the procurement of 28 locomotives and 75 bilevel coaches that will be delivered in 2012/2013.¹⁴

B. Monitoring of System-Wide Service Standards and Policies.

As discussed above, FTA has instructed the Department to address the monitoring of MBTA system-wide service standards and policies related to the South County Commuter Rail Service.

The Department and MBTA have initiated quarterly meetings to discuss issues related to South County Commuter Rail Service; they will use these meetings to monitor the service standards and policies discussed in Section III.A. above and address any issues or concerns that arise.

¹⁴ Massachusetts Bay Transportation Authority, *Title VI Report: 2011 4-24 – 4-26* (2011).

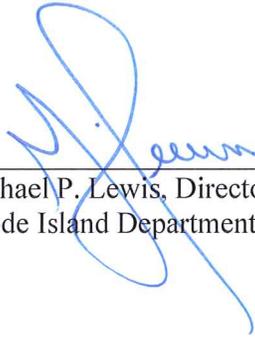


Photograph provided courtesy of the RI Secretary of State, State Archives Division

We need Title VI of the Civil Rights Act ... to prevent ... discrimination where Federal funds are involved. ...Title VI is sound; it is morally right; it is legally right, it is constitutionally right. ... Let me say it again: The title has a simple purpose — to eliminate discrimination in Federally financed programs.

Senator John O. Pastore

Approved:



Michael P. Lewis, Director
Rhode Island Department of Transportation

5/30/13

Date

A

Appendix A: Notifying Beneficiaries of Protection Under Title VI

Title VI Complaint

If you believe you've been discriminated against, you may file a signed, written complaint up to 180 days from the date of the alleged discrimination.

The complaint should include:

- Your name, address, and telephone number.
- The name and address of the agency, institution, or organization you believe discriminated against you.
- How, why, and when you believe you were discriminated against. Include as much specific, detailed information as possible about the alleged acts of discrimination, and any other relevant information.
- The names of any persons, if known, whom RIDOT could contact for clarity of your allegations.

Please submit your complaint to:

R.I. Department of Transportation
Civil Rights Office
2 Capitol Hill, Room 109
Providence, RI 02903
ATTN: Title VI Coordinator
Tel: (401) 222-3260
Fax: (401) 222-6168



[We need Title VI of the Civil Rights Act...to prevent...discrimination where Federal funds are involved....Title VI is sound; it is morally right; it is legally right, it is constitutionally right....Let me say it again: The title has a simple purpose — to eliminate discrimination in Federally financed programs.]

—Senator John O. Pastore



Photograph of Senator Pastore provided courtesy of the RI Secretary of State, State Archives Division. All other photographs by Chuck Aube for RIDOT.

R I D O T T I T L E V I

OUTREACH WITHOUT
BORDERS

Title VI



R I D O T T I T L E V I



Civil Rights Office

TITLE VI/ NONDISCRIMINATION PROGRAM

WHAT IS TITLE VI?

Title VI of the Civil Rights Act of 1964 is the federal law that prohibits discrimination on the basis of race, color, or national origin in any federally-assisted program or activity.

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

42 U.S.C. § 2000d

NONDISCRIMINATION AUTHORITIES

In addition to Title VI of the Civil Rights Act of 1964, several statutes, laws, regulations and Executive Orders govern RIDOT's Title VI Program including:

- Civil Rights Restoration Act of 1987
- Federal-Aid Highway Act of 1973
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990
- Age Discrimination Act of 1975
- Uniform Relocation Act of 1970
- Executive Order 12898, *Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations*
- Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency*

RIDOT'S COMMITMENT

RIDOT is a recipient of federal funds and takes its nondiscrimination obligations seriously. It is the policy of RIDOT to comply fully with Title VI and related nondiscrimination authorities. To that end, RIDOT pledges that it will not, on the basis of race, color, sex, national origin, age, disability, or income status, either directly or by contract:

- deny any service, aid, or other benefits;
- provide a service, aid, or benefit that is different than what is provided to others; or
- segregate individuals or treat individuals separately in any matter related to any service, aid, or other benefits.

RIDOT is also committed to providing meaningful access to persons of limited English-speaking ability.



IMPLEMENTING TITLE VI

RIDOT's Civil Rights Office provides guidance and support to RIDOT's program divisions to ensure effective implementation of Title VI/Nondiscrimination principles in RIDOT's day-to-day operations. RIDOT's Civil Rights Office also provides leadership, assistance and oversight to RIDOT's sub-recipients of federal funds to ensure their compliance with Title VI as well.



Any person with questions or seeking additional information about RIDOT's Title VI Program should contact RIDOT's Title VI Coordinator at (401) 222-3260.





COMMUTER RAIL USERS:

YOUR RIGHTS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964 is the federal law that prohibits discrimination on the basis of race, color, or national origin in any federally-assisted program or activity.

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

42 U.S.C. § 2000d

The Rhode Island Department of Transportation (RIDOT) provides commuter rail service in Rhode Island with the assistance of federal funds and takes its obligations under Title VI seriously. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Rhode Island Department of Transportation.

Any person with questions or seeking additional information about RIDOT's Title VI Program or filing a Title VI complaint should contact Melissa A. Long, Esq., Title VI Coordinator, at 2 Capitol Hill, Room 109, Providence, Rhode Island 02903; (401) 222-3260 extension 4411; or mlong@dot.ri.gov.

If this information is needed in another language, please contact (401) 222-3260.

Se esta informacao e necessario em uma outro lingua, contate por favor (401) 222-3260.



USUARIOS DEL SERVICIO DE TRANSPORTE DE TREN:

SUS DERECHOS BAJO EL TÍTULO VI DEL ACTA DE LOS DERECHOS CIVILES DE 1964

El Título VI del Acta de Derechos Civiles de 1964, es una ley federal que protege a las personas de la discriminación basada en su raza, color, u origen nacional, en programas o actividades que reciben asistencia financiera Federal.

Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, debe ser excluida de participar en, negársele beneficios, o sometida a discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal.

42 U.S.C. § 2000d

El Departamento de Transportación de Rhode Island ofrece servicio de tren en Rhode Island con la ayuda de fondos federales y toma sus obligaciones bajo el Título VI muy en serio. Cualquier persona que cree ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja con el Departamento de Transporte de Rhode Island.

Cualquier persona con preguntas o que desee obtener información adicional sobre el Programa Título VI del Departamento de Transporte de Rhode Island o presentar una queja del Título VI debe ponerse en contacto con Melissa A. Long, Esq., Coordinadora del Título VI, en el 2 Capitol Hill, Cuarto 109, Providence, RI 02903; (401) 222-3260 extensión 4411; o al correo electrónico mlong@dot.ri.gov.

Si esta información es necesaria en otro idioma, llame al (401) 222-3260.

B

Appendix B: Title VI Complaint Procedures

Rhode Island Department of Transportation Procedures for the Processing and Disposition of Discrimination Complaints

I. Purpose and Applicability

The purpose of this document is to establish a procedure for the processing and disposition of discrimination complaints filed directly with the Rhode Island Department of Transportation (RIDOT) under Title VI of the Civil Rights Act of 1964 (Title VI) and related nondiscrimination authorities, including the Americans with Disabilities Act (ADA).

The procedures describe an administrative process aimed at identifying and eliminating discrimination in federally-funded programs and activities. The procedures do not provide an avenue for relief for complainants seeking individual remedies, including punitive damages or compensatory remuneration, nor prohibit complainants from filing complaints with other state or federal agencies, nor deny complainants the right to seek private counsel to address acts of alleged discrimination.

The procedures described in this document apply to RIDOT, its sub-recipients, contractors, and subcontractors in their administration of federally-funded programs and activities.

II. Definitions

Complainant – a person who files a complaint with the Rhode Island Department of Transportation.

Complaint – written or electronic statement concerning an allegation of discrimination that contains a request for the receiving office to take action. Where a complaint is filed by a person with a disability, the term complaint encompasses alternative formats to accommodate the disabled complainant.

Discrimination – that act or inaction, whether intentional or unintentional, through which a person in the United States, solely because of race, color, national origin, gender, age or disability, has been otherwise subjected to unequal treatment or disparate impact under any program or activity receiving Federal assistance.

Operating Administrations – agencies of the U.S. Department of Transportation, including the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and the Federal Rail Administration (FRA), that fund transportation programs or activities.

Respondent – the person, agency, institution, or organization alleged to have engaged in discrimination.

III. Filing of Complaints

A. Persons eligible to file.

Any person who believes that RIDOT, a RIDOT sub-recipient or a RIDOT contractor has engaged in discrimination, against that person or a specific class of persons, may submit a written complaint to:

Rhode Island Department of Transportation
2 Capitol Hill
Providence, RI 02903
ATTN: Title VI Coordinator and/or ADA Coordinator
Fax: (401) 222-6168

B. Time Limits for Filing.

Pursuant to 49 C.F.R. § 21.11(b), any person who believes that RIDOT, a RIDOT sub-recipient or a RIDOT contractor has engaged in discrimination must file a complaint within 180 days after the last date of the alleged discrimination. Complainants who file a complaint beyond 180 days of the last date of the alleged discrimination must request a waiver from the Office of Civil Rights at the Operating Administration.

C. Form of Complaints.

A complainant may complete and submit a signed Title VI Complaint Form provided by the Rhode Island Department of Transportation.¹ Alternatively, a complainant may submit correspondence² that:

1. explains the alleged discrimination or violation;
2. provides contact information for the complainant (if the complaint is filed electronically, RIDOT should request the sender's full name, telephone number and mailing address, if not provided);
3. identifies the person or group injured by the alleged discrimination, as well as the person, agency, organization, or institution alleged to have discriminated;
4. states the basis for the alleged discrimination (e.g., race, sex, age, disability, etc.); and
5. provides sufficient information to understand the facts that led the complainant to believe that discrimination has occurred, as well as the date of the alleged discrimination.

Any complainant requiring technical assistance with filing a complaint may contact RIDOT's Title VI/ADA Coordinator at (401) 222-3260.

IV. Processing Complaints

Pursuant to U.S. Department of Transportation Order No. 1000.18, the Operating Administrations each have an Office of Civil Rights that is responsible for all phases of the Title VI complaint process, including accepting, rejecting and investigating complaints; making and issuing compliance findings; and obtaining voluntary compliance.

¹ A copy of RIDOT's Title VI Complaint Form is included as Attachment 1.

² RIDOT will receive complaints in alternative formats from persons with disabilities.

A. Responsibility of RIDOT.

RIDOT will process discrimination complaints filed directly with RIDOT according to the procedure described below.

1. Complaints against RIDOT

- a. Where RIDOT receives a complaint alleging that RIDOT has discriminated against a complainant in its FRA-funded or Federal-aid highway programs or activities on the basis of race, color, national origin, gender, age or disability, RIDOT shall forward the complaint to the Office of Civil Rights at the appropriate Operating Administration.
- b. Where RIDOT receives a complaint alleging that RIDOT has discriminated against a complainant in its FTA sponsored programs or activities on the basis of race, color, or national origin, RIDOT shall review and log the complaint, acknowledge receipt, assess jurisdiction, investigate and dispose of the matter as described in sections IV(B)-(D), (F) and V below.
- c. Where RIDOT's Title VI Coordinator receives a complaint alleging that RIDOT has engaged in employment discrimination against a complainant, RIDOT's Title VI Coordinator will refer such complaints to RIDOT's Internal Equal Employment Opportunity (EEO) Office for investigation and resolution pursuant to RIDOT's Internal EEO Complaint Procedures.

2. Complaints against RIDOT sub-recipients or contractors

Where RIDOT receives a complaint alleging that a RIDOT sub-recipient or contractor has discriminated against a complainant in its programs or activities on the basis of race, color, national origin, gender, age or disability, RIDOT shall review, log and forward a copy of the complaint to the appropriate Operating Administration within 60 days of receipt.

- a. For discrimination complaints regarding the Federal-aid highway program, RIDOT shall review and log the complaint, investigate the allegations as described in sections V(A)-(C) below, and forward the complaint and investigation summary to the Rhode Island Division Office of FHWA for resolution and issuance of the final agency decision.
- b. For discrimination complaints regarding FTA sponsored grant programs, RIDOT shall review and log the complaint, acknowledge receipt, assess jurisdiction, investigate and dispose of the matter as described in sections IV(B)-(D), (F) and V below.
- c. For discrimination complaints regarding FRA sponsored grant programs, RIDOT shall review, log and forward the complaint to the FRA Office of Civil Rights for

resolution and issuance of the final agency decision. RIDOT may also investigate the allegations as described in sections IV(B)-(C) below.

- d. Where RIDOT receives a complaint alleging that a sub-recipient or contractor has engaged in employment discrimination against a complainant, RIDOT will refer such complaints to the U.S. Equal Employment Opportunity Commission or Rhode Island Commission for Human Rights.
- e. Where RIDOT's Title VI Coordinator receives a complaint alleging that a RIDOT contractor has violated one or more nondiscrimination provisions of Form FHWA-1273, RIDOT's Title VI Coordinator will refer such complaints to RIDOT's Contractor Compliance Office for investigation and resolution pursuant to RIDOT's Contractor Compliance Manual.

B. Receipt, Review and Handling of Complaint.

Upon receipt of correspondence concerning alleged discrimination, RIDOT's Title VI Coordinator will proceed according to the following process:

1. The Title VI Coordinator will date stamp and review the correspondence to confirm that it is a complaint within the meaning of these procedures.³
2. The Title VI Coordinator will record the complaint in RIDOT's Title VI Log⁴ and assess whether (a) additional information is required, (b) the complaint is timely filed, and (c) jurisdiction exists over the subject matter of the complaint.
3. The Title VI Coordinator will handle all complaints in a confidential manner and will not disclose complainant's identity to a respondent unless (a) disclosure is necessary in order to conduct an investigation, and (b) complainant has submitted a Complainant Consent/Release Form⁵ authorizing disclosure.

C. Acknowledge Receipt of Complaint.

After reviewing and recording the complaint, RIDOT's Title VI Coordinator will acknowledge receipt of complainant's correspondence and notify complainant of the right to file the complaint directly with the Office of Civil Rights at the Operating Administration.

1. Requests for additional information
Where RIDOT requires additional information to identify more precisely the nature of the discrimination complaint or the nexus to RIDOT's federally-funded programs and activities, RIDOT will request that the complainant provide such information within 15 days of the date of RIDOT correspondence acknowledging receipt of the complaint.

³ The following are not complaints within the meaning of these procedures: anonymous complaints, requests for advice or information, courtesy copies of letters or complaints filed with other agencies, and oral assertions. However, RIDOT will receive complaints in alternative formats from persons with disabilities.

⁴ A sample copy of RIDOT's Title VI Log is included as Attachment 2.

⁵ A copy of the Complainant Consent/Release Form is included as Attachment 3.

2. Complainant Consent/Release Form
RIDOT will provide a Complainant Consent/Release Form and request that complainant complete and return the form within 15 days of the date of RIDOT correspondence acknowledging receipt of the complaint.
3. Right to request a waiver of timeliness requirement
Where a complainant files a complaint beyond 180 days of the last date of the alleged discrimination, RIDOT will notify the complainant of the right to request a waiver from the Office of Civil Rights at the Operating Administration.
4. Referral to appropriate agency
 - a. Where a complaint alleges that RIDOT has discriminated against a complainant in its FRA funded or Federal-aid highway programs or activities on the basis of race, color, national origin, gender, age or disability, RIDOT shall forward the complaint to the Office of Civil Rights at the appropriate Operating Administration and notify complainant of such referral.
 - b. Where the allegations in a complaint do not involve discrimination relating to RIDOT's federally-funded programs or activities, RIDOT will refer the complaint to the appropriate agency and notify complainant of such referral.
 - c. Where RIDOT receives a complaint alleging that a sub-recipient or contractor has engaged in employment discrimination against a complainant, RIDOT will refer the complaint to the U.S. Equal Employment Opportunity Commission or Rhode Island Commission for Human Rights.

D. Assess Jurisdiction and Identify Issues.

Upon receipt of a complaint, Complainant Consent/Release Form and, if necessary, any additional information needed to identify more precisely the nature of the alleged discrimination or the nexus to RIDOT's federally-funded programs and activities, RIDOT will assess whether it has jurisdiction over the subject matter of the complaint. RIDOT will also identify the specific practice, procedure, policy, or service involved in the alleged discrimination.

1. Referral to appropriate agency
Where a complaint alleges matters that are outside of RIDOT's jurisdiction, RIDOT will make a good-faith effort to refer the complaint to the appropriate agency and notify complainant accordingly.

E. Dismissal – Complaints regarding Programs funded by FRA or FHWA.

RIDOT will contact the Office of Civil Rights for the Operating Administration and recommend dismissal in the following circumstances:

1. The complainant withdraws the complaint;
2. The complainant fails to respond to repeated requests for information needed to process the complaint, or otherwise fails to cooperate in the investigation;
3. The complaint is so weak, insubstantial, or lacking in detail that it is without merit, or so replete with incoherent or unreadable statements that RIDOT cannot consider the complaint, on the whole, to be grounded in fact; or
4. RIDOT cannot locate the complainant after making reasonable attempts to contact him or her.

F. Dismissal – Complaints regarding Programs funded by FTA.

RIDOT will dismiss complaints in the following circumstances:

1. The complainant withdraws the complaint;
2. The complainant fails to respond to repeated requests for information needed to process the complaint, or otherwise fails to cooperate in the investigation;
3. The complaint is so weak, insubstantial, or lacking in detail that it is without merit, or so replete with incoherent or unreadable statements that RIDOT cannot consider the complaint, on the whole, to be grounded in fact; or
4. RIDOT cannot locate the complainant after making reasonable attempts to contact him or her.

V. Investigations

Pursuant to U.S. Department of Transportation Order No. 1000.18, the Operating Administrations have sole authority for accepting Title VI complaints. Nevertheless, RIDOT may investigate discrimination complaints filed directly with RIDOT as described below.

A. Investigation Plan.

After assessing jurisdiction and identifying the specific practice, procedure, policy, or service involved in the alleged discrimination complaint, RIDOT's Title VI Coordinator may assign the investigation to an investigator, who will prepare an Investigation Plan. The Investigation Plan highlights the issues raised in the complaint and serves as a guide for completing the investigation. The Investigation Plan includes the following elements:

1. Complainant name and contact information.
2. Respondent name and contact information.

3. Date filed.
4. Date of last discrimination.
5. Complaint allegations.
6. Potential violations (applicable laws).
7. Basis/bases.
8. Background/Information on file.
9. Information needed.
10. Sources of information needed.

B. Notifications and Requests for Information.

RIDOT will notify the complainant and respondent that RIDOT is investigating matters raised in the complaint. The notification letter will state the following:

1. The basis/bases for the complaint.
2. Allegations over which RIDOT has jurisdiction.
3. RIDOT's jurisdiction over the respondent.
4. An admonition that respondent shall not intimidate, threaten, coerce, retaliate, or discriminate against anyone involved in the investigation of the complaint, including the complainant, witnesses and sources of information regarding matters alleged or related to the complaint.
5. A request that the respondent submit a position statement to RIDOT responding to the allegations within 15 days of the date of RIDOT's notification letter.
6. A request for additional information relevant to matters raised in the complaint, if appropriate, to be submitted to RIDOT within 15 days of the date of RIDOT's notification letter.

C. Interviews, Data Collection and On-site Visits.

After preparing an Investigation Plan, RIDOT will gather information needed to complete the investigation by conducting interviews and on-site visits, if necessary, and collecting relevant data, if available.

D. Investigation Summary.

No later than 60 days after receiving a complaint involving an FHWA-funded program or activity, RIDOT will transmit the complaint and investigation summary to the Rhode Island Division Office of FHWA. The Investigation Summary will discuss the issues raised in the complaint, describe the information obtained during the investigation, and explain how RIDOT obtained and evaluated that information. The Investigation Summary will also analyze each allegation and provide RIDOT's recommendations.

The Investigation Summary shall follow the following format:

1. Introduction
2. Allegations
3. Applicable laws/regulations
4. Bases
5. Evaluation/Investigation: Methodology

6. Analysis of each allegation
7. Recommendations

E. Disposition of Complaints regarding Programs funded by FTA.

No later than 60 days after receiving a complaint involving an FTA-funded program or activity, RIDOT will issue a disposition letter to the complainant. The disposition letter will summarize the allegations and either (1) state that no discrimination was found and close the matter, or (2) explain whether any disciplinary action, additional training or other action will occur as a result of the investigation. The disposition letter is RIDOT’s final agency decision regarding the complaint; however, a person may also file a complaint directly with the FTA Office of Civil Rights, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

RIDOT will maintain a record of its investigations and report them in its triennial Title VI Program submission to FTA.

Nondiscrimination Authorities

Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d – 2000d-4.

42 U.S.C. § 2000d states: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601 – 3619 (Fair Housing Act).

42 U.S.C. § 3601 declares that “[i]t is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States.”

Federal-Aid Highway Act of 1973, 23 U.S.C. §§ 140, 324.

23 U.S.C. § 324 provides:

No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this title or carried on under this title. This provision will be enforced through agency provisions and rules similar to those already established . . . under title VI of the Civil Rights Act of 1964.

Section 504 of the Rehabilitation Act of 1973.

29 U.S.C. § 794 provides: “No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

The Age Discrimination Act of 1975, 29 U.S.C. §§ 6101 – 6107.

42 U.S.C. § 6102 states, in relevant part, that “no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.”

The Civil Rights Restoration Act of 1987, 100 Pub. L. No. 100-259, 102 Stat. 28 (1988).

Enacted in response to Grove City College v. Bell, 465 U.S. 555 (1984), the Civil Rights Restoration Act restores the broad scope of coverage of various nondiscrimination statutes and clarifies that statutory prohibitions against discrimination extend to all programs and activities of an entity receiving Federal financial assistance, regardless of whether those programs and activities are federally-funded.

Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 – 12134.

42 U.S.C. § 12132 provides, in relevant part, that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.”

Exec. Order No. 12,898, 59 Fed. Reg. 7629 (1994), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.*

Exec. Order No. 13,166, 65 Fed. Reg. 50,121 (2000), *Improving Access to Services for Persons with Limited English Proficiency.*

23 C.F.R. Part 200: Title VI Program and Related Statutes—Implementation and Review Procedures.

49 C.F.R. Part 21: Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.

External Civil Rights Programs Division, U.S. Dep’t of Transp., Order No. 1000.18, External Civil Rights Complaint Processing Manual (2007).

Federal Transit Administration, U.S. Dep’t of Transp., Circular No. 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients (2012).

R.I. Governor’s Commission on Disabilities Rules and Regulations

Chapter D Grievance Procedures Regarding Complaints Alleging Discrimination by a State Agency on the Basis of Disability

Federal Highway Administration, U.S. Dep’t of Transp., External Complaint Processing Procedures (20xx).

Attachment 1



TITLE VI/NONDISCRIMINATION COMPLAINT FORM

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

42 U.S.C. § 2000d

Complainant:

Name: _____

Address: _____

_____ Zip _____

Telephone No.: (Home) _____ (Cell) _____ (Work) _____

Person(s) discriminated against, if different from above:

Name: _____

Address: _____

_____ Zip _____

Telephone No.: (Home) _____ (Cell) _____ (Work) _____

Please describe your relationship to this person(s).

Agency, institution, or organization that discriminated:

Name: _____

Any individual if known: _____

Address: _____

_____ Zip _____

Telephone No.: _____

Does your complaint concern discrimination in the delivery of services or in other discriminatory actions of the agency, institution, or organization? If so, please indicate below the base(s) on which you believe these discriminatory actions were taken:

___ Race: _____

___ Color: _____

___ National Origin: _____

___ Sex: _____

___ Age: _____

___ Disability: _____

If you have an attorney representing you concerning the matters raised in this complaint, please provide the following:

Name: _____

Address: _____

_____ Zip _____

Telephone No.: _____

To the best of your recollection, on what date(s) did the alleged discrimination take place?

Earliest date of discrimination: _____

Most recent date of discrimination: _____

Please explain as clearly as possible what happened, why you believe it happened, and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently from you. (Please use additional sheets if necessary.)

If you believe that you have been retaliated against for complaining about discrimination or cooperating in an investigation of alleged discrimination, please explain the circumstances below. Be sure to explain what actions you took which you believe were the basis for the alleged retaliation. (Please use additional sheets if necessary.)

Please list below any persons (witnesses, fellow employees, supervisors, or others), if known, whom RIDOT may contact for additional information to support or clarify your complaint. (Please be sure to provide contact information, and use additional sheets if necessary.)

Please provide any other information that you think is relevant to your discrimination complaint.

What remedy are you seeking for the alleged discrimination?

Please sign and date the complaint below. (Please note that RIDOT cannot process the complaint without a signature.)

SIGNATURE

DATE

Attachment 2

Title VI Complaint Log
2011

No.	Complainant	Race	Color	National Origin	Sex	Age	Disability	Nature of Complaint	Date Filed	Recipient	Investigation Completion Date	Disposition	Disposition Date
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													

Attachment 3



COMPLAINANT CONSENT/RELEASE FORM

Name: _____

Address: _____

Complaint Number(s): _____

Please read the information below, check the appropriate box, and sign this form.

I am aware that under Section 9-1-28.1 of the Rhode Island General Laws, I have a right to privacy. As a complainant, I understand that in the course of an investigation it may become necessary for the Rhode Island Department of Transportation (RIDOT) to reveal my identity to persons at the organization(s) under investigation, or to refer a copy of my complaint to another investigatory agency. I am also aware of RIDOT's obligations to honor requests under the Access to Public Records Act. I understand that it may be necessary for RIDOT to disclose information, including personally identifying details that RIDOT has gathered as a part of its investigation of my complaint. In addition, I understand that as a complainant I am protected by federal regulations from intimidation or retaliation for having taken action or participated in action to secure rights protected by nondiscrimination statutes.

CONSENT/RELEASE

CONSENT GIVEN – I have read and understand the above information and authorize RIDOT to reveal my identity to persons at the organization(s) under investigation, or to refer my complaint to another investigatory agency. I hereby authorize the Rhode Island Department of Transportation (RIDOT) to receive material and information about me pertinent to the investigation of my complaint. This release includes, but is not limited to, personal records and medical records. I understand that the material and information will be used for authorized civil rights compliance activities. I further understand that I am not required to authorize this release, and do so voluntarily.

CONSENT DENIED – I have read and understand the above information and do not want RIDOT to reveal my identity to persons at the organization(s) under investigation, or to review, receive copies of, or discuss material and information about me pertinent to the investigation of my complaint. I understand that this is likely to impede the investigation of my complaint and may result in the closure of the investigation.

SIGNATURE

DATE

C

Appendix C: Outreach/Involvement Activities

INTRODUCTION

The Public Participation Plan (PPP) of the Rhode Island Department of Transportation (RIDOT or the Department) reflects the agency's vision.

VISION STATEMENT

RIDOT will be viewed as a responsive, innovative, performance-based steward of the Rhode Island transportation system, adding value to all stakeholders.

In order for members of the public to view RIDOT as *responsive* – and to *add value to all stakeholders* – RIDOT must commit to robust and inclusive public involvement. RIDOT must not only engage in broad and effective outreach regarding its programs and activities, but also consider community opinions and incorporate community feedback whenever feasible.

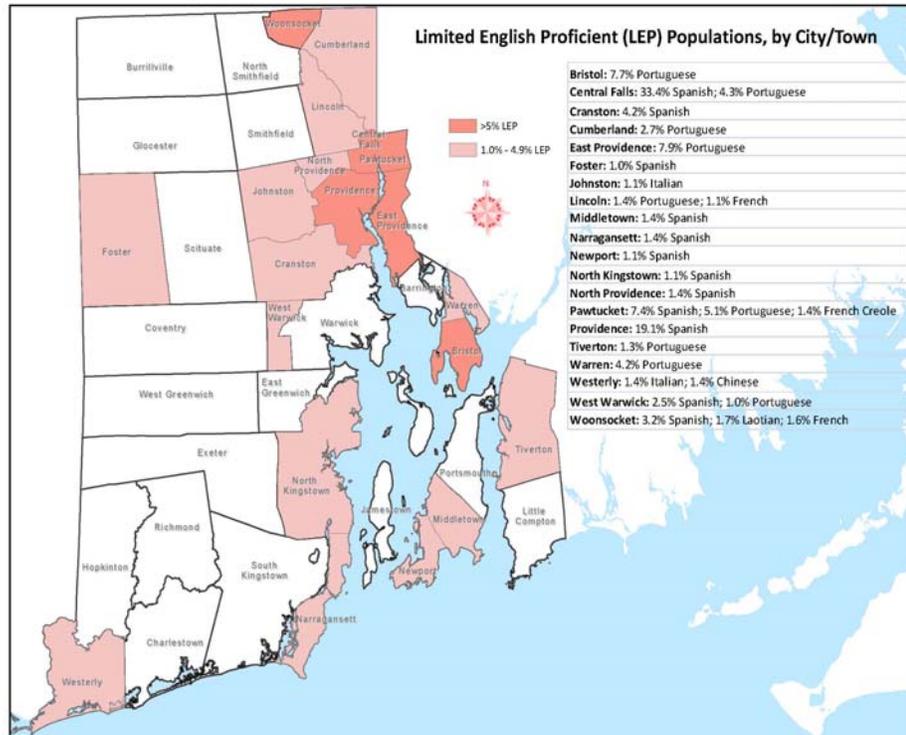
This PPP outlines the guiding principles, overall goals and outreach strategies that RIDOT uses to reach its customers and members of the public who are impacted by RIDOT's projects and activities.

GUIDING PRINCIPLES

1. Public involvement is more than simply following legislation and regulations.
2. Early, continuous, and meaningful contact with customers and others who are impacted by RIDOT's projects and activities is key to success.
3. Using a variety of outreach techniques to target different organizations, individuals, demographic groups, and Limited English Proficient (LEP) populations is critically important.
4. Active outreach = searching out the public and working hard to elicit input.
5. Enhanced coordination and communication leads to better transportation decision-making.

Limited English Proficient (LEP)

LEP refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.



Early, Continuous & Meaningful

The Public Participation Plan aims to highlight opportunities – early, continuous and meaningful – for RIDOT to involve the public in the identification of social, economic and environmental impacts of proposed transportation decisions. It is a guide for how RIDOT engages the diverse communities of people who live and work in Rhode Island. RIDOT will continue to improve its public involvement strategies over time based on feedback from community members including low-income, minority and LEP populations, as well as customer and community-based organizations.

PUBLIC PARTICIPATION: GOALS & OBJECTIVES

RIDOT has been working with diverse community groups to define goals and objectives for engaging members of the general public, particularly those who are traditionally hard-to-reach. In pursuing meaningful public involvement, RIDOT aims to be:

- ***Aware*** – RIDOT must know who its customers are. It must develop demographic profiles of the people who live and work in Rhode Island and build collaborative relationships with various stakeholders and organizations.
- ***Inclusive*** – RIDOT will reach out to diverse groups, including but not limited to low-income, minority and LEP populations, to gain a broad and varied range of perspectives.
- ***Proactive and Timely*** – Outreach strategies will allow for early involvement and provide continuous opportunities to engage.
- ***Informative*** – RIDOT will educate and inform the public about its projects and activities, including the potential impacts and benefits of those projects and activities.
- ***Honest and Transparent*** – RIDOT will provide accurate, trustworthy and complete information.
- ***Clear and Comprehensible*** – Communications must be in plain language so that information is easily understood.
- ***Responsive*** – RIDOT must be an active listener so that it can understand and respond appropriately to public concerns.
- ***Accessible*** – RIDOT will hold meetings in locations that are fully accessible and welcoming to all residents and stakeholders, including low-income, disabled and minority members of the public.

RIDOT will build a broad stakeholder network, adopt innovative strategies for sharing information, and maintain strong, active channels of communication.

RIDOT'S OUTREACH STRATEGIES

Communicating with Customers and Encouraging Engagement

RIDOT public participation process includes many new channels of communication extending beyond the traditional approach that relied on legal notices and intermittent media coverage. RIDOT continues to use these elements as part of its outreach program, along with traditional flyers and door-hangers; however, RIDOT has also adopted communication methods more widely used by members of its community.

The outline below provides an example of how RIDOT will engage potential riders in the process of deciding where to locate a future commuter rail station.

Pawtucket Commuter Rail Station Project

- Develop project-specific Public Participation Plan—early in the planning process—that identifies outreach goals and strategies.
- Analyze demographic data for impacted area to determine the location and percentage of low-income, minority and LEP populations within the project area and anticipated service area.
- Update outreach efforts from previous feasibility study involving same project area by seeking evaluation and input from community leaders.
- Coordinate with key stakeholders, including governmental agencies, Narragansett Tribal State Historic Preservation Officer, local business and community leaders, and local organizations.
- Hold public information sessions at locations easily accessible to neighborhood affected by the project, and at times convenient for the local community.
- Conduct bilingual (English and Spanish) outreach in advance of public information sessions (using press releases, web announcements, social media, e-mail distribution and meeting flyers).
- Use bilingual (English and Spanish) fact sheets, web-based updates and postings, written comment forms and correspondence, and social media to provide ongoing outreach.
- Hold formal public hearing as part of Environmental Assessment.
- Document public comments and concerns; consider and incorporate feedback.

Selection of Meeting Venues/Times

When determining locations and schedules for public meetings, RIDOT will:

- Schedule meetings at times and locations that are convenient and accessible for minority and LEP communities;
- Employ different meeting sizes and formats including town hall type meeting formats;
- Coordinate with community organizations, educational institutions, and other organizations or implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities;
- Consider radio, television, newspaper ads and other media that serve LEP populations; and
- Provide opportunities for public participation through means other than written communication, such as one-on-one interviews or use of audio or video recording devices to capture oral comments.

Catalogue of Approved Public Meeting Facilities

RIDOT is developing a catalogue of facilities (town halls, libraries, police/fire stations, schools, etc.) that have been approved by the Governor's Commission on Disabilities as complying with the Americans with Disabilities Act. RIDOT has visited each site and photographed the compliant features (parking, bathrooms, equipment for the hearing impaired, etc) and obtained contact information for each. When finalized, RIDOT will use the catalogue as planning tool.

Channels of Communication

RIDOT actively uses the following media to disseminate messages and information:

- Print – Newspapers and other periodicals
- Outdoor Advertising
- eCommunications (e.g., Internet, Web-based feedback, E-mail)
- Social Media – RIDOT uses Facebook, Twitter, Pinterest, YouTube and Flickr to help engage community
- Video/YouTube
- Television
- Radio
- Mobile Messaging
- Variable Message Signs
- Events (e.g., Public Information Sessions, Workshops, Hearings)
- Door Hangers and Flyers

Addressing Comments – Incorporation of Public Comments into Decisions

Comments received through the public participation plan are given careful, thoughtful consideration.

Identification of Stakeholders

RIDOT's Community Partners

Stakeholders are those who are either directly or indirectly affected by a project or activity. Those who may be adversely affected, or who may be denied benefit of a project or activity, are of particular interest in the identification of specific stakeholders. Stakeholders can come from a number of groups including general citizens/residents, minority and low-income persons, public agencies, and private organizations and businesses. While stakeholders may vary based on the project or activity at issue, RIDOT has assembled a listing of stakeholders with whom it communicates. A complete list of RIDOT's community stakeholders can be obtained by contacting RIDOT.

Stakeholder List

Any community organization or person can be added to RIDOT's stakeholder list by contacting RIDOT Customer Service at (401) 222-2450 or customerservice@dot.ri.gov. Local organizations and businesses can also request that a speaker from RIDOT attend their regular meeting at the same number.

You are invited to attend a

Rhode Island Department of Transportation

PUBLIC MEETING

CONCERNING THE

**PROPOSED CHANGES TO THE MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY (MBTA) FARE AND
SERVICE SCHEDULES**

Monday, February 27, 2012, from 6:00PM - 8:00PM

**Rhode Island Department of Administration (Atrium)
1 Capitol Hill
Providence, Rhode Island**

The Rhode Island Department of Transportation (RIDOT) will hold a Public Meeting on Monday, February 27, 2012, to discuss proposed changes to the Massachusetts Bay Transportation Authority (MBTA) fare and service schedules.

The meeting will take place from 6:00 PM – 8:00 PM in the Atrium at the Rhode Island Department of Administration, One Capitol Hill, Providence. RIDOT will facilitate a discussion between the public and representatives from MBTA, who will be on hand to present the plan and answer questions.

More information about MBTA's proposal can be found at its website at:
www.mbtacom/about_the_mbtacom/?id=23567.

The Atrium at the Rhode Island Department of Administration is located at the Providence Place/State Offices/Smith & Francis bus stop and is accessible to persons with disabilities. Individuals who do not speak the English language or who are hearing impaired may contact RIDOT on or before February 23, 2012, to request an interpreter. Please direct interpreter requests to customerservice@dot.ri.gov or (401) 222-2450.

Si esta información es necesaria en otro idioma, llame al (401) 222-2450.

Se esta informacao e necessario em uma outro lingua, contate por favor (401) 222-2450.

Rhode Island Department of Transportation

Usted está invitado(a) a asistir a una

REUNION PÚBLICA

RELATIVA A

CAMBIOS PROPUESTOS AL MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (MBTA) SOBRE TARIFAS Y HORARIOS DE SERVICIOS

Lunes, 27 de Febrero, 2012, de 6:00PM - 8:00PM

**Rhode Island Department of Administration (Galería)
1 Capitol Hill
Providence, Rhode Island**

El Departamento de Transporte de Rhode Island (RIDOT, siglas en Inglés del RI Department of Transportation) celebrará una Reunión Pública el Lunes, 27 de febrero 2012, para discutir los cambios propuestos al Massachusetts Bay Transportation Authority (MBTA) sobre tarifas y horarios de servicios.

La reunión se llevará a cabo de 6:00 PM - 8:00 PM en la Galería del Departamento de Administración de RI (RI Department of Administration), localizado en el One Capitol Hill, Providence. El Departamento de Transporte de RI facilitará una discusión entre el público y los representantes de la MBTA, quienes presentarán el plan y responderán preguntas.

Más información acerca de la propuesta del MBTA se puede encontrar en su sitio web en:
www.mbta.com/about_the_mbta/?id=23567.

La Galería (Atrium) en el Departamento de Administración de Rhode Island se encuentra localizada frente a la Casa Estatal entre la Smith y la Francis St. donde está la parada de autobús y es accesible a personas con discapacidades. Las personas que no hablan el idioma Inglés o que tienen problemas de audición pueden ponerse en contacto con RIDOT el o antes del 23 de febrero 2012, para solicitar un intérprete. Por favor haga las solicitudes de intérprete al customerservice@dot.ri.gov o al 222-2450 (401).

Si esta información es necesaria en otro idioma, llame al (401) 222-2450.

Se esta informacao e necessario em uma outro lingua, contate por favor (401) 222-2450.

Rhode Island Department of Transportation – Commuter Rail Survey Form

The Rhode Island Department of Transportation (RIDOT) is conducting this survey in an effort to evaluate commuter rail service for people who live and/or work in Rhode Island. Please complete the form and submit it to a RIDOT employee prior to leaving this evening's Public Meeting. **ALL RESPONSES ARE CONFIDENTIAL. Thank you!**

1. **Please write the city or town where you live.**
Barrington (1); Boston (1); Lincoln (1); Middletown (1); N. Providence (1); Pawtucket (1); Providence (5); South Kingstown (1); Warwick (2)

2. **At which station do you usually board the train?**
2 T.F. Green Airport 8 Providence
3 South Attleboro Other: Back Bay (3); Attleboro (1)

3. **How do you usually get to the train station?**
6 Drive alone 4 Walk
1 Carpool ___ Bike
3 Bus ___ Drop-off

4. **At which station do you usually get off the train?**
4 Back Bay Other: Ruggles (1); Orange Line/MFA (1); Providence (1)
11 South Station

5. **What is the purpose of your trip via commuter rail?**
6 Work 1 School
2 Shopping 7 Social/Recreational
1 Medical Other: Patriots (1); meetings (1)

6. **How often do you ride the commuter train?**
3 Daily 1 5-10 times/month
1 1-2 times/week 3 1-5 times/month
4 less than once/month

7. **Do you ride the train on . . .**
 Saturdays? 1 regularly 11 occasionally 2 no
 Sundays? ___ regularly 7 occasionally 2 no

8. **How many people are in your household, including yourself?** (the number of people living in your house or apartment) *_____

9. **What is your annual combined household income?**
 ___ under \$20,000 2 \$50,000 – \$59,999
 ___ \$20,000 – \$29,999 2 \$60,000 - \$74,999
1 \$30,000 – \$39,999 2 \$75,000 - \$99,999
1 \$40,000 – \$49,999 5 \$100,000 or more

*Responses indicate that no attendees are below the 2011-2012 poverty guidelines, which are in effect until 3/1/2012.

10. **What is your gender?** 10 Male 3 Female

11. **How do you self-identify by race? (check all that apply)**
 ___ American Indian or Alaska Native
 ___ Black or African American
 ___ Native Hawaiian or other Pacific Islander
 ___ Asian
14 White
 ___ Other _____

12. **Are you Hispanic/Latino?** ___ Yes 11 No

13. **What is your primary language (the language you speak at home)?**

14 English ___ Spanish
 ___ French ___ Portuguese
 ___ Chinese Other: _____

14. **How did you hear about this evening's Public Meeting?**

2 Newspaper (please specify) Providence Journal (1)
2 Radio (please specify) NPR
1 Television
6 Internet/e-mail (please specify) gcdpvd.org (4); Ocean State Action (1); RIPTA coworker (1); e-mails from Boston (1)
 ___ Flyer (please indicate where) _____
 Other RI Train Group; through work connection; friend; RIDOT meeting

15. **Several measures of service quality are listed below. Please circle a number after each measure to indicate how you feel about commuter rail service to and from Rhode Island.** (1 = Poor; 5 = Excellent. Leave blank any measures that don't apply.) **Then place a check mark beside the three measures most important to you.**

	Total score	(Importance)				
Reliability (on-time performance)	38	1	2	3	4	5 <u>(4)</u>
Safety and security	44	1	2	3	4	5 <u>(1)</u>
Cleanliness/vehicle condition	36	1	2	3	4	5 <u>(1)</u>
Courtesy of train crews	43	1	2	3	4	5 ___
Announcement of stations	39	1	2	3	4	5 ___
Availability of seating on trains	43	1	2	3	4	5 <u>(1)</u>
Frequency of service	40	1	2	3	4	5 <u>(3)</u>
Travel time/speed	35	1	2	3	4	5 <u>(1)</u>
Parking availability	27	1	2	3	4	5 ___
Station amenities	34	1	2	3	4	5 ___

16. **The space below is provided for your comments/suggestions:**

The MBTA Fleet is an embarrassment to commuter rail in a developed country. Rhode Island should upgrade the provider line in conjunction with the MBTA, electrify the trains, get new rolling stock and invest in TOD development around stations in RI. Commuter Rail could be a catalyst for smart transit-oriented growth, encouraging vibrant walkable communities. If MBTA can't afford it, RIDOT should make the investment – I will pay more taxes gladly! Fund it through road and bridge tolls. Do not let weekend service get cut – that would be detrimental to Rhode Island. Contribute more \$ to prevent it.

- It would be great to have more trains – not less.
- The fares are very reasonable.

Rhode Island Department of Transportation – Commuter Rail Survey Form

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- What can we – the public do to help with the budget?

Would reduction in service – break the RIDOT-MBTA Operating Agreement. How much input does RIDOT have in the current operation.

- Providence station is falling apart
- I'm concerned about the investments Rhode Island makes will not be maximized due to the cuts. Extensions in service and equipment purchased in the Pilgrim Partnership will be not be [sic] fully enjoyed.
- The meeting space was horrible and difficult to hear speakers. This is a civil rights issue.
- I hope RIDOT can cont. to support this vital service however it can.

If Boston/Providence lose public transportation, fewer people will live in the city and more people will drive. There are too many cars in Providence already. There are many problems, I realize. The proposed cutbacks and fare increases have caught attention. Fare should have been increased years ago. Train crews are better this year but in past often didn't even bother to collect fare/ticket. No pride, no sense of commitment – I know you have a lot to manage – in future, maybe could be done in a more timely fashion. PS This meeting was not well advertised in Providence.

Good meeting. Please try to advertise sooner.
The T is very important for older people and weekends are part of that.

Will take train from Wickford Jct. when it starts!

D

Appendix D: Four-Factor Analysis and Language Implementation Plan

I. INTRODUCTION

The Rhode Island Department of Transportation (RIDOT or the Department) is a direct recipient of federal funds under several Federal Transit Administration (FTA) sponsored grant programs: Metropolitan & Statewide Planning (5303, 5304, 5305), Urbanized Area Formula Program (5307), Major Capital Investments (New Starts and Small Starts) (5309(b)(1)), and Fixed Guideway Modernization (5309(b)(2)). RIDOT administers numerous programs, projects and activities and is responsible for a diverse transportation system of more than 1,100 miles of road and approximately 800 bridges, as well as a network of bicycle paths and routes and the South County Commuter Rail (SCCR) service.¹ RIDOT's mission is to provide, maintain, and secure an intermodal transportation network that increases the mobility opportunities for the movement of people and goods with the goals of enabling economic development and improved quality of life. In fulfilling its mission, RIDOT conducts its programs, services and activities statewide, thus serving a population estimated to be 1,050,292.²

As a direct recipient of FTA funds, the Department is under an obligation to comply with Executive Order No. 13166, *Improving Access to Services for Persons with Limited English Proficiency*, the purpose of which is to ensure accessibility to programs and services to eligible persons who are not proficient in the English language.

Who is a person with Limited English Proficiency?

A person with limited English Proficiency (LEP) is an individual whose primary language is not English, and who has limited ability to read, write, speak, or understand English. An LEP individual may be entitled to language assistance with respect to a particular type of service, benefit, or encounter. In compliance with Title VI of the Civil Rights Act of 1964 and rules and guidance issued by the U.S. Department of Transportation, RIDOT will take reasonable steps to ensure that LEP individuals have meaningful access to its programs, services and information, at no additional cost.

¹ RIDOT established commuter rail service south of Providence, RI, in 2010. Specifically, on September 30, 2010, the State of Rhode Island, acting by and through the Department, entered into the South County Operating Agreement (Operating Agreement) with the Massachusetts Bay Transit Authority (MBTA). The Agreement delineates the obligations of the Department and MBTA with respect to commuter rail services south of Providence: under the Operating Agreement, MBTA agrees to operate commuter rail service to and from Providence to T.F. Green Airport Station in Warwick, Rhode Island, and Wickford Junction in North Kingstown, Rhode Island. As the operator of the Department's SCCR service, and as part of MBTA's duties under the Operating Agreement, MBTA provides all transportation services for the South County Commuter Rail Service.

² U.S. Census Bureau: State and County QuickFacts, available at quickfacts.census.gov/qfd/states/44000.html (accessed 2/5/2013).

II. FOUR-FACTOR ANALYSIS

As a starting point for ensuring that LEP individuals have meaningful access to RIDOT's programs, services, and information, RIDOT has conducted an assessment to identify LEP individuals within its service area who are likely to need language assistance.

Assessing the Need for Language Assistance.

To determine the need for language assistance by LEP individuals within RIDOT's service area, RIDOT has analyzed the following four factors:

1. The number or proportion of LEP individuals in the service area who may be served or are likely to encounter a RIDOT program, activity or service.
2. The frequency with which LEP individuals come in contact with RIDOT programs, activities or services.
3. The nature and importance of programs, activities or services provided by RIDOT to the LEP population.
4. The resources available to RIDOT and overall costs to provide LEP assistance.

Factor No. 1

The number and proportion of LEP individuals served or encountered in the SCCR service area.

(a) How LEP persons interact with RIDOT.

RIDOT has conducted various surveys regarding interactions with LEP individuals.

In a June 2011 Employee Survey, 159 employees indicated how often they interacted with LEP individuals either by telephone, via written communication, or in person:

On average, how often do you assist or communicate with persons who have limited English proficiency?						
Answer Options	daily	weekly	monthly	occasionally	never	Response Count
by telephone	2	7	4	45	101	159
via written communication	1	2	2	15	139	159
in person	6	7	6	53	87	159
Please specify how many times per day/week/month, or what you consider to be "occasionally".						71
						<i>answered question</i> 159

RIDOT's Customer Service Office, which answers most telephone inquiries from the general public, reports receiving approximately four telephone calls annually from LEP individuals.

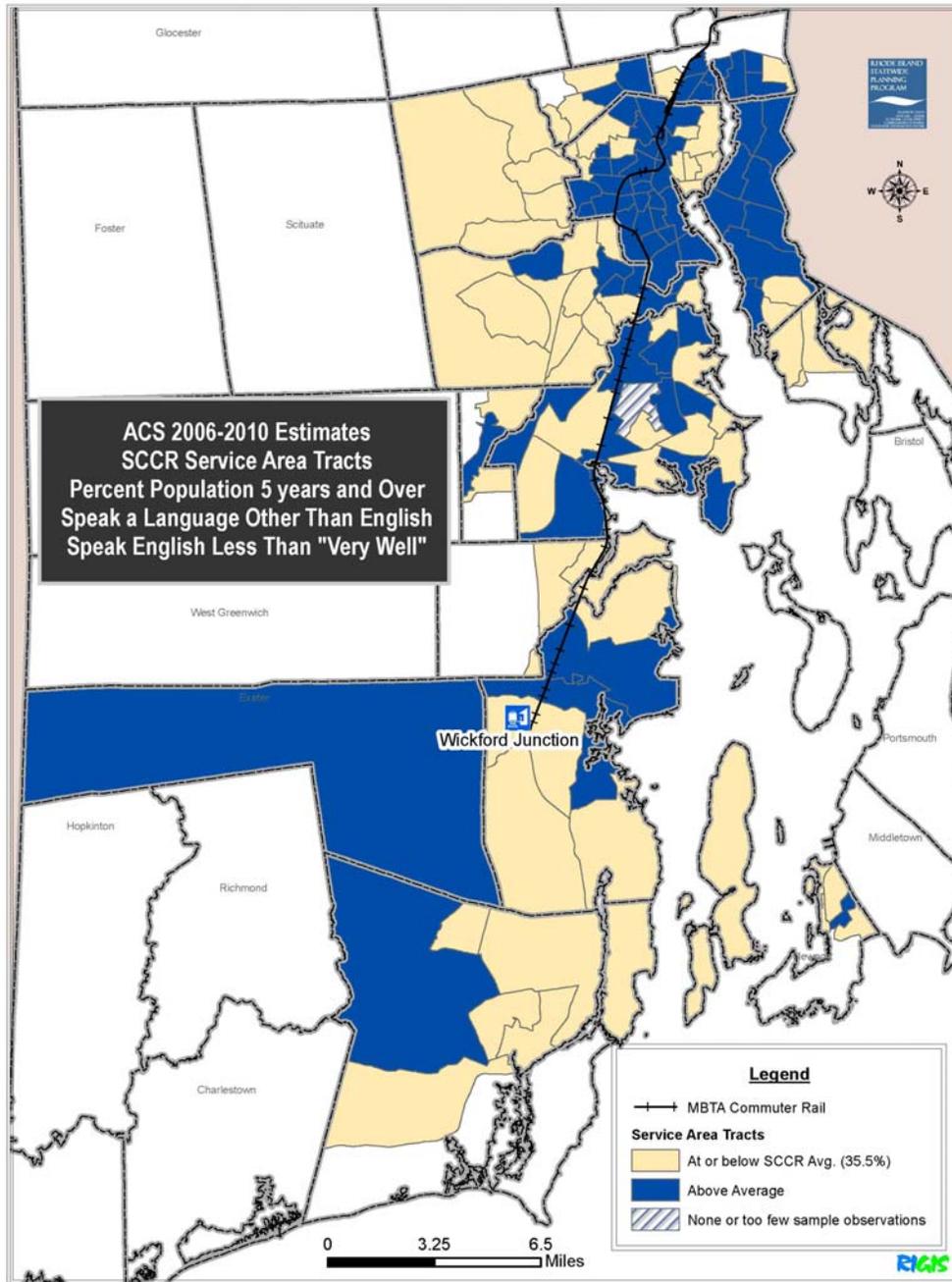
(b) Identification of LEP communities in the SCCR.

The SCCR service area consists of census tracts in cities and towns within 20 minutes of commuter rail stations in Providence, Warwick, and North Kingstown.

The 20 minute radius was determined based on survey responses from Providence Station passengers (as indicated in the survey, 59 percent travel less than 15 minutes, 79 percent travel less than 20 minutes). Tracts have been identified based on the local roadway network and the disinclination of commuters to travel south by car to travel north by train. Ridership areas are irregularly shaped due to census tract boundaries. The northern boundaries of the capture areas are defined by census tracts within 5 minutes north of the station.³

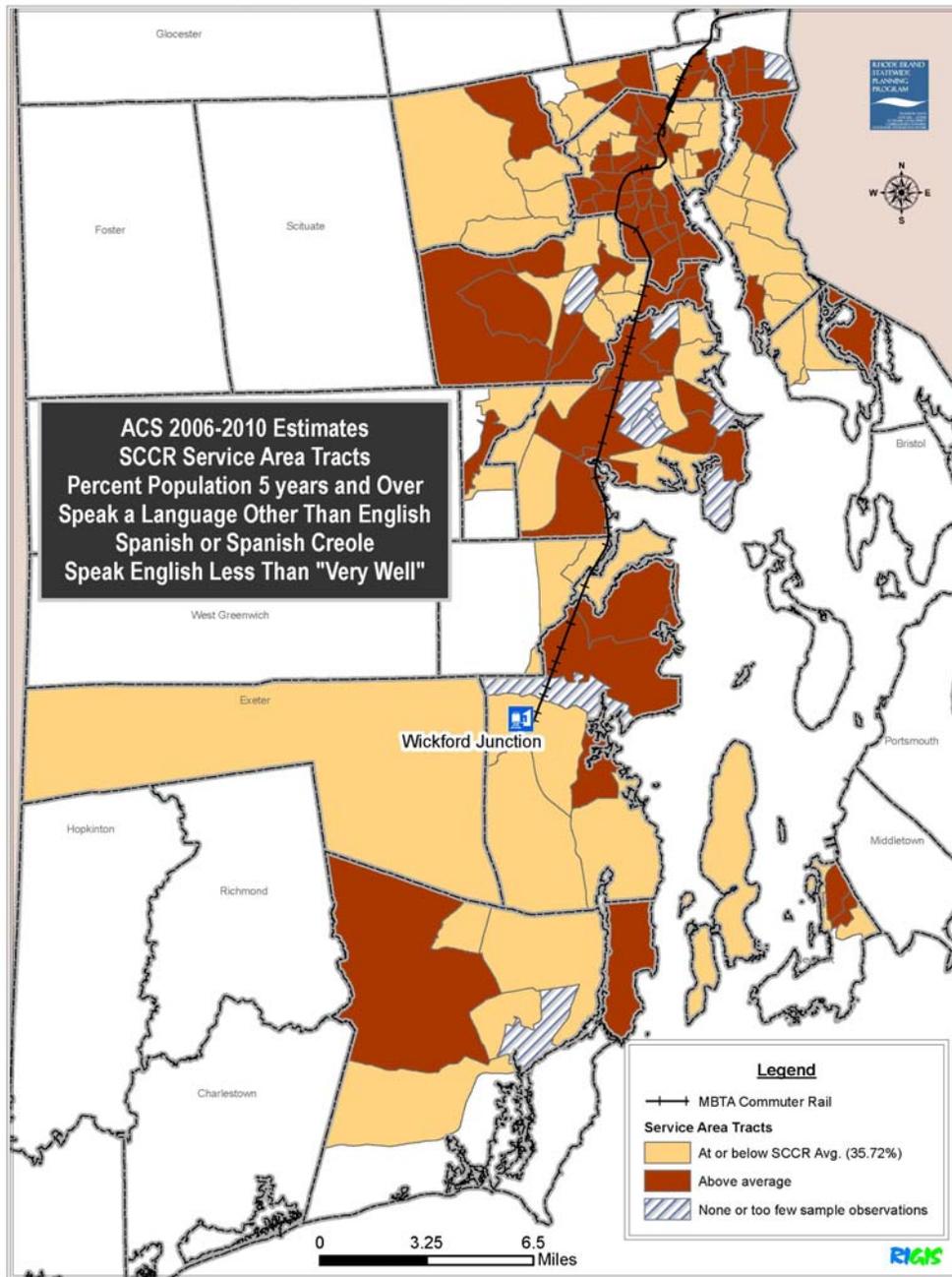
The following graphics depict the census tracts for the SCCR service area. It also highlights in blue the tracts within the SCCR service area where greater than the average population (35.5 percent) over five years of age speaks English with limited proficiency; in other words, it highlights tracts where significant portions of the population (1) speak a language other than English, and (2) identify as speaking English “less than very well”.

³ Rhode Island Department of Transportation, South County Commuter Rail Ridership Briefing Paper 10 (2002).

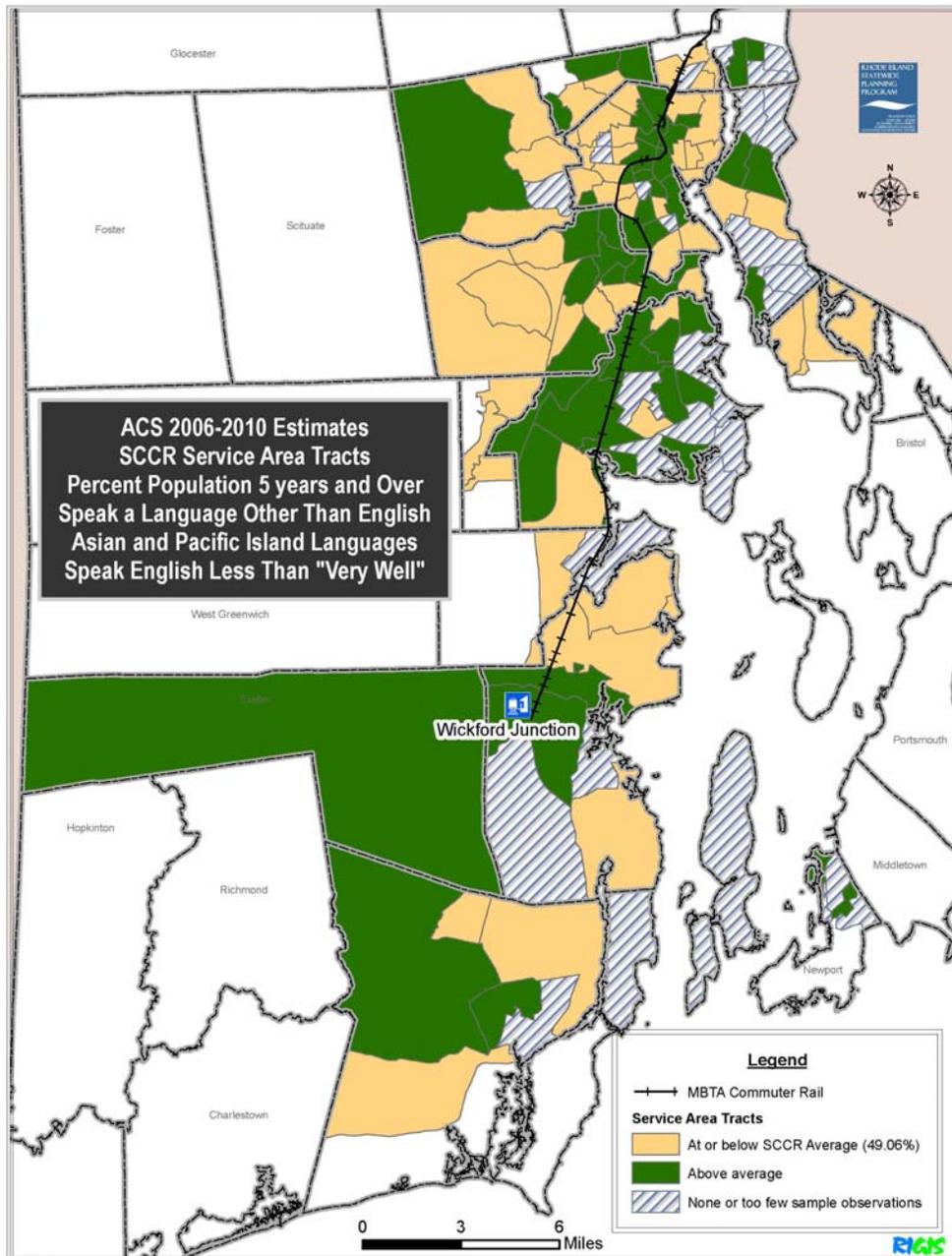


For purposes of this analysis, American Community Survey language data is available at the census tract level for the following language groups: Spanish or Spanish Creole; Asian and Pacific Island languages; other Indo-European languages; and other languages.

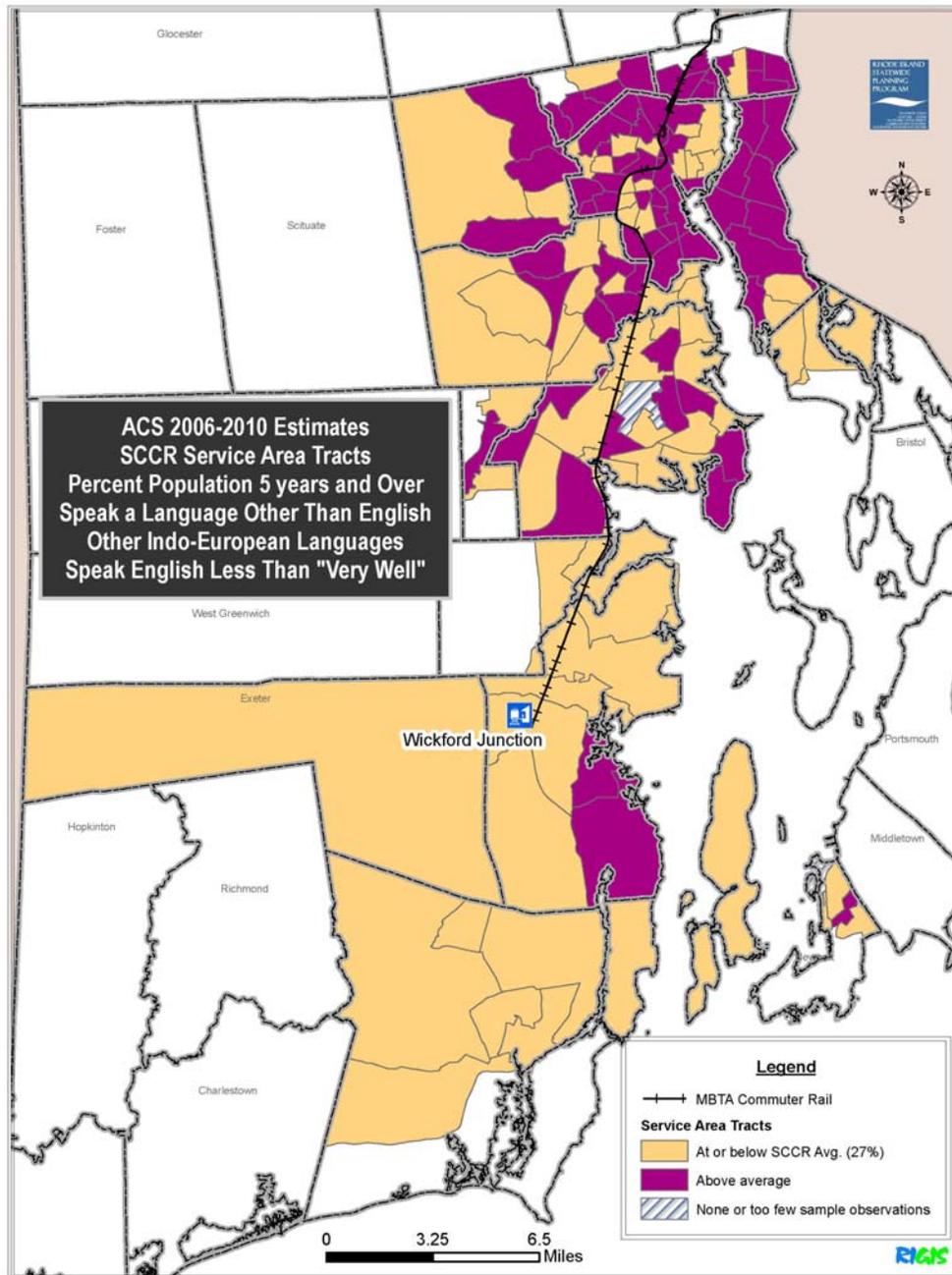
The following graphic highlights in orange census tracts within the SCCR service area where greater than the average population (35.72 percent) over five years of age (1) speaks Spanish or Spanish Creole, and (2) identifies as speaking English “less than very well”.



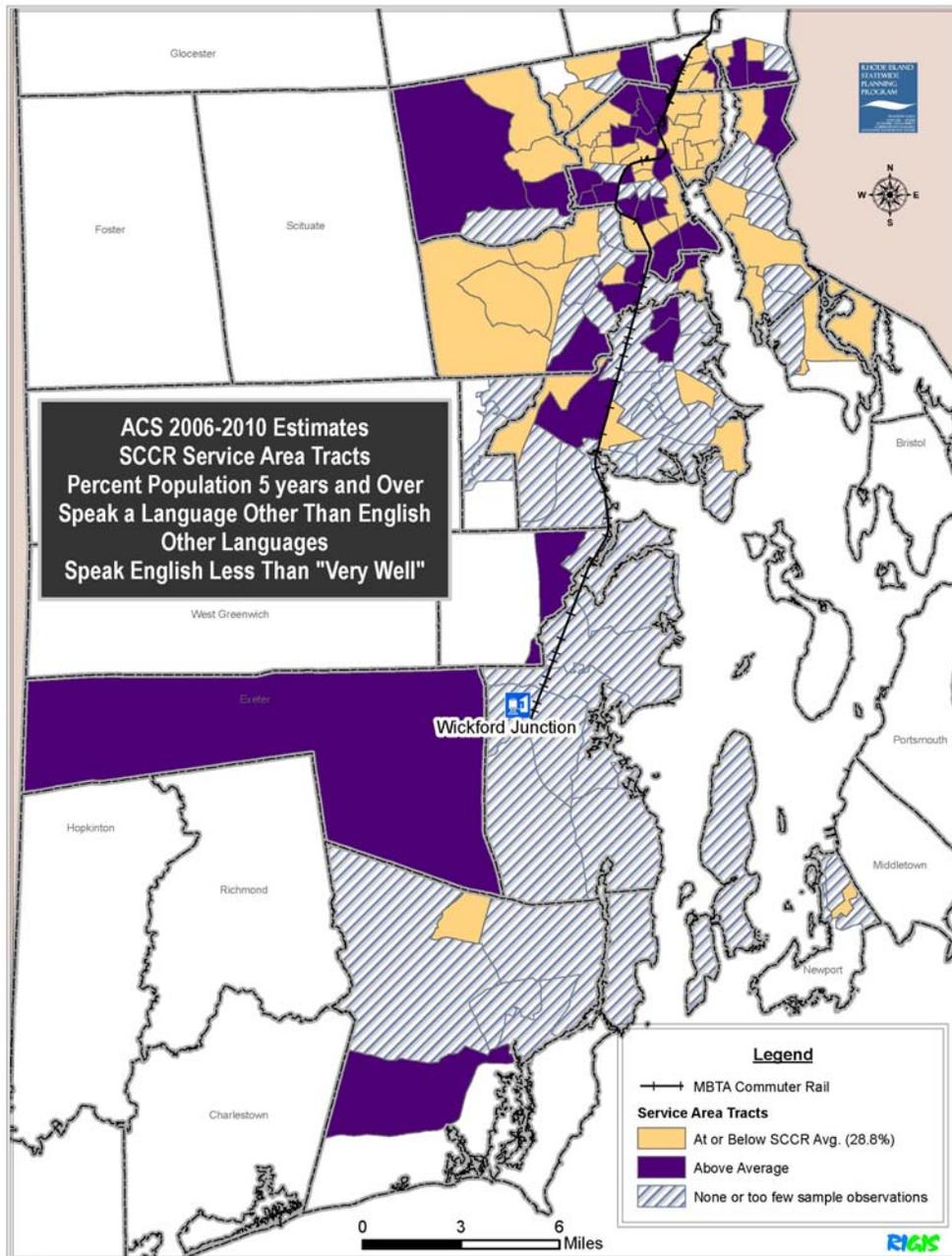
The following graphic highlights in green census tracts within the SCCR service area where greater than the average population (49.06 percent) over five years of age (1) speaks Asian and Pacific Island languages, and (2) identifies as speaking English “less than very well”.



The following graphic highlights in pink census tracts within the SCCR service area where greater than the average population (27 percent) over five years of age (1) speaks other Indo-European languages, and (2) identifies as speaking English “less than very well”.



The following graphic highlights in purple census tracts within the SCCR service area where greater than the average population (28.8 percent) over five years of age (1) speaks other languages, and (2) identifies as speaking English “less than very well”.



Census data identifying languages spoken by populations five years old and older for each census tract⁴ depicted in the figures above suggests that the most prominent non-English languages spoken by LEP populations in the SCCR service area are: Spanish or Spanish Creole; Portuguese or Portuguese Creole; Chinese; and Mon-Khmer, Cambodian.

Speak English "Less than Very Well"	Population*	Total
Spanish or Spanish Creole	39,862	6.82%
Portuguese or Portuguese Creole	7,643	1.31%
Chinese	2,140	0.37%
MonKhmer, Cambodian	1,812	0.31%

**Total population of the SCCR Service area is approximately 584,630*

(c) Literacy skills of LEP populations in their native languages.

The Rhode Island Adult Education Professional Development Center (RIAEPDC) uses census data regarding educational attainment to estimate the size of the low literacy population in Rhode Island. RIAEPDC is located in Warwick, Rhode Island, within the SCCR service area.

Data concerning educational attainment of Rhode Islanders by language spoken at home indicates that 11.4 percent of English speaking Rhode Islanders have not received a high school diploma; 44 percent of those who speak Spanish at home have not received a high school diploma; 33.2 percent of those who speak other Indo-European languages have not received a high school diploma; 25.5 percent of those who speak Asian and Pacific Island languages have not received a high school diploma; and 19.2 percent of Rhode Islanders who speak other languages have not received a high school diploma.⁵

RIAEPDC serves 6000 low literacy adults each year and estimates that one-half of its clients are low literacy LEP individuals.

(d) Whether LEP persons are underserved due to language barriers.

Input solicited from community organizations in response to a survey of community organizations suggests that LEP populations in the SCCR service area may be unaware of SCCR service. However, SCCR does not appear to underserve Rhode Island’s LEP population due to

⁴ U.S. Census Bureau, American Community Survey 2010 5-Year Estimates.

⁵ Migration Policy Institute, Rhode Island Language and Education Data, available at www.migrationinformation.org/datahub/state2.cfm?ID=RI#6 (accessed 2/7/2013).

language barriers, but rather because LEP populations in the SCCR service area are more likely to need bus services than commuter rail services.

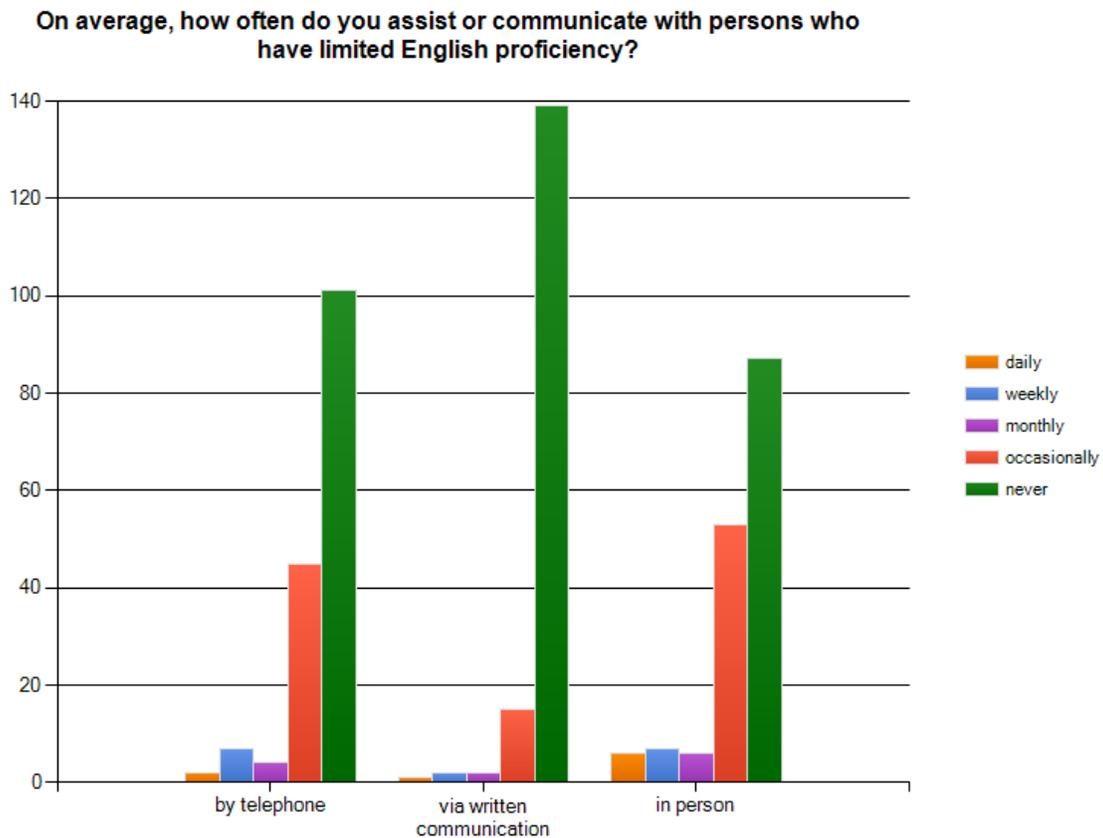
Factor No. 2

Frequency of contacts of LEP individuals with RIDOT’s programs, services and activities.

RIDOT has conducted various surveys to assess major points of contact with the public.

Employee Survey

RIDOT surveyed employees in June 2011 to determine (1) how often they interact with persons who speak English with limited proficiency (understand English "not well" or "not at all"), and (2) what non-English language(s) RIDOT employees are encountering during the course of delivering its programs, services and activities. Survey results⁶ indicate that while more than half of the survey participants never assist or communicate with LEP persons, the most commonly encountered non-English language groups are Spanish and Portuguese. These results are consistent with the data above concerning the most prominent non-English languages spoken by LEP populations in the SCCR service area.



⁶ Survey participation was optional; 159 employees responded.

Community Input

RIDOT has also collaborated with the Rhode Island Public Transit Authority (RIPTA) to solicit information pertaining to LEP populations in Rhode Island from the following community-based organizations:

- International Institute of Rhode Island
- Progreso Latino
- Blackstone Valley Community Action Program
- Family Resources Community Action
- Center for Hispanic Policy & Advocacy
- All Saints Parish
- Hispanic American Chamber of Commerce of Rhode Island
- National Association for the Advancement of Colored People, Providence
- Ocean State Independent Living
- Parapelegic Association of Rhode Island

RIPTA conducted outreach to these organizations in the form of a questionnaire designed to obtain information on specific languages spoken by the LEP population, population trends of LEP groups, LEP persons' awareness of the various programs and service offered by RIPTA and RIDOT, transit needs of LEP individuals that are not being met, and to identify of barriers to the use of transit. Following are highlights of the questionnaire responses that are relevant to RIDOT programs:

- Increasing populations that speak the following languages: Spanish, Arabic, Portuguese, French, several African languages, Russian, and Laotian.
- Decreasing populations that speak Italian and Japanese.
- Most of the organizations' LEP clients are not familiar with the South County Commuter Rail service.
- Two organizations' LEP clients identified the following RIDOT transportation services as needed but not currently being received:
 - General transportation information

Participation in Public Meetings

On February 27, 2012, RIDOT also surveyed SCCR users who attended a public meeting concerning MBTA's proposed fare and service changes.⁷ All of the individuals surveyed identified English as the primary language spoken at home. RIDOT intends to conduct platform

⁷ RIDOT posted meeting notices in English and Spanish at Providence and T.F. Green Airport Stations. RIDOT also distributed meeting notices to several community organizations, including the Center for Hispanic Policy and Advocacy, Hispanic American Chamber of Commerce, International Institute of RI, and Hmong United Association of RI.

surveys of SCCR passengers at Providence, T.F. Green Airport and Wickford Junction Stations after April 2012; RIDOT will update its analysis regarding the frequency of contacts with LEP individuals using SCCR service at that time.

Customer Service Interactions/Requests for Information

RIDOT receives requests for information about SCCR service only occasionally: overall, individuals contact RIDOT approximately once per month for train schedule information.

RIDOT's Customer Service Office reports that it receives calls from LEP individuals approximately four times a year; however, RIDOT's Customer Service Office has never received a call regarding train travel or commuter rail from an LEP individual.

Ridership Surveys

RIDOT conducted a Passenger Survey in June of 2012 to evaluate commuter rail service for people utilizing commuter rail to travel to and from Rhode Island using Wickford Junction Station, T.F. Green Station and Providence Station. One-hundred percent of riders boarding at Wickford Junction identified English as their primary language, compared with 95 percent of passengers boarding at T.F. Green Station and 93 percent of passengers boarding in Providence.

Factor No. 3

Assess the importance of SCCR service to the LEP population.

U.S. Department of Transportation guidance states:

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed. The obligations to communicate rights to an LEP person who needs public transportation differ, for example, from those to provide recreational programming. A recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual. Decisions by a Federal, State, or local entity to make an activity compulsory, such as requiring a driver to have a license, can serve as strong evidence of the importance of the program or activity.⁸

In light of the above guidance, RIDOT must determine whether denial or delay of access to SCCR service could have serious or life-threatening implications to LEP individuals.

An LEP person's inability to use public transportation effectively may adversely affect his or her ability to obtain health care, or education, or access to employment. Public transit is a key means of achieving mobility for many LEP persons. Important information about SCCR service that could affect access includes:

⁸ Federal Register Volume 70, Number 239 (December 14, 2005).

- Information about the SCCR train timetables
- Information about how much SCCR trips cost and methods of payment
- Information about various fare discount programs
- Route maps
- Trip planning information
- Announcements about safety and security
- ADA accessibility information
- Information located on trains and in stations regarding other connecting modes of transportation such as buses and taxi cabs
- How to file a complaint

As discussed under Factor No. 2 above, RIDOT conducted passenger surveys in June of 2012, to collect demographic data and to evaluate commuter rail service for people utilizing commuter rail to travel to and from Rhode Island using Wickford Junction Station, T.F. Green Station and Providence Station. Survey results indicate that the overwhelming majority of riders (70 percent of Wickford Junction passengers, 90 percent of T.F. Green Airport passengers, and 79 percent of Providence passengers) commute to Boston. By contrast, input solicited from community organizations in response to RIPTA's questionnaire suggests that LEP populations in the SCCR service area are more likely to need access to local bus service than commuter rail service.

Factor No. 4

Resources available to RIDOT and overall cost of providing language assistance services.

The following resources are currently available to RIDOT to ensure that it can provide language assistance to LEP persons participating in its programs and activities:

1. RIDOT employees who have identified themselves as willing and able to provide translation or interpreting assistance
2. Translation and interpreting services on the Rhode Island Master Price Agreement (MPA)
3. Communication Access Realtime Translation (CART), a service that provides instant translation of the spoken word into English text using a stenotype machine, notebook computer and real time software
4. Language training courses
5. "I Speak" cards to identify the language spoken by a beneficiary
6. Language assistance notifications
7. Free online translation services at www.wordreference.com and translate.google.com

RIDOT is not currently familiar with the overall cost of using the resources identified above, because costs vary depending on the exact language service provided (e.g., on-site interpretation, document translation, over-the-phone interpretation). However, the table below provides an approximate cost associated with each of the resources above.

Approximate Cost of Identified Language Assistance Resources

Language Resource	Approximate Cost
RIDOT employees	Minimal – cost of time spent
Document translation – Narragansett Translations (vendor on Rhode Island MPA)	\$0.25 per word
CART Services	\$36 to \$56 per hour, depending on translator certifications and experience
Workplace Spanish training	N/A
“I Speak” cards	Minimal – cost of printing
Language assistance notifications	Varies, depending upon language
Online translation services	Minimal – cost of time spent

III. LANGUAGE ASSISTANCE PLAN

With respect to South County Commuter Rail service, RIDOT has very little interaction with SCCR users overall: as discussed in the Four-Factor Analysis, RIDOT receives requests for train schedule information approximately once per month. Because RIDOT contact with SCCR users is rare, RIDOT provides meaningful access to benefits, information, and services to LEP individuals by adopting the commuter rail operator’s LEP Language Assistance Plan. The South County Commuter Rail operator, the Massachusetts Bay Transit Authority (MBTA), provides all transportation services for the South County Commuter Rail program: Section 6.4 of the Operating Agreement between MBTA and the State of Rhode Island, by and through the Department, states, “[t]he MBTA, through its Commuter Rail Operator, shall provide transportation services for the South County [Commuter Rail] Service, including *on-board train staffing, on-board revenue collection, incident management and notifications*, and other services provided by the MBTA and its Commuter Rail Operator for the Providence Service.” MBTA has direct, daily interaction with RIDOT’s program beneficiaries, the South County Commuter Rail Service users. Through the Operating Agreement, MBTA has undertaken a duty to communicate with those program beneficiaries about the service provided.

As of April 2012, the MBTA’s most frequently encountered LEP languages in its commuter rail service include the most frequently spoken non-English languages in the SCCR Service area: Spanish, Portuguese, Cambodian and Chinese.⁹ Only Spanish/Spanish Creole speakers constitute more than five percent (29,232) of the total SCCR Service area population (584,630); however, MBTA’s Language Assistance Plan encompasses all of the most frequently spoken

⁹ MBTA Language Assistance Plan 1 (2012).

non-English languages in the SCCR Service area—Spanish, Portuguese, Chinese and Cambodian—within its Safe Harbor provisions.

MBTA’s LEP Language Assistance Plan is critical to South County Commuter Rail users, because it describes how South County Commuter Rail Service users can access information about benefits, information, and services regarding commuter rail service operated by MBTA, including the following with respect to language assistance for limited English proficient customers:

LANGUAGE ASSISTANCE

Communication with limited English proficient customers in a timely and accurate manner is critical when providing meaningful language assistance. As such, the MBTA will provide interpretation and translation services to assist with language assistance needs. . . .

6.1(A) Oral Translation/Interpretation Services

[MBTA] will make reasonable efforts to provide oral translation and interpreting services when necessary to facilitate MBTA projects and initiatives so as to accurately communicate important and relevant information to customers that have a limited ability to speak, write, read, and understand English. . . . Oral translation may include voice announcements, and interpretation services that will be provided for telephone conversations regarding critical matters involving safety, security, and emergency.

6.1(A)1 Procedure for Accessing Oral Translation/Interpretation Services

The MBTA has contracted with a language assistance firm to provide professional oral translation and interpretation services. Persons requesting translation services can make request in person, by telephone or fax, E-mail, or in writing. The authorization for translation services will be made by the Department requesting the services. The Office of Diversity and Civil Rights, Public Affairs, Marketing, and Customer Communications may also be used to assist in processing requests made by other departments as well. The following are appropriate contacts based on the need for obtaining services or assistance:

- **ODCR (Government Compliance)** - general assistance and request for information (617) 222 3305;
- **Public Affairs** - assistance regarding public meetings and/or customer support (617) 222- 3304;
- **Marketing** - assistance regarding marketing materials and/or printed communications (617) 222-5470;
- **Customer Communications (CC)** - assistance regarding translation services for direct customer telephone contact, communications and complaints (617) 222-3200.

....

6.1(A)3 Telephone Interpreter:

MBTA will contact the language assistance firm to request an interpreter for telephone communications as necessary. The firm will require that the [MBTA]’s language needs be identified prior to being contacted. As an example, this can be achieved by MBTA staff utilizing “I Speak Calling Cards” printed in various languages for the customer to identify his or her spoken languages (i.e. “I speak Spanish”) translated in the Spanish language. The department requesting the services will be charged for the translations.

6.1(B) Written Translation Services

[MBTA] will make every effort to translate documents or use universal symbols and signs for its customers with limited English proficiency, and in doing so, the [MBTA] will take into consideration the importance, benefits, costs, and feasibility of translating such materials.

6.1(B)1 Vital materials

For the purpose of this policy, vital materials are defined as information or documents that are critical for accessing MBTA services, programs and activities. Vital documents may include, but are not limited to:

- communications affecting health and safety;
- security announcements and signage;
- emergency related public announcements;
- . . .
- materials regarding Title VI Rights and complaint procedures; materials concerning major Authority-wide initiatives that affect customer services (e.g. AFC);
- information affecting a rider’s ability to access and use the system safely and effectively (e.g. major station changes, renovations, permanent changes in service or service routes).

6.1(B)3 Signage and Universal Symbols

A vital part of a well-functioning LEP compliance program includes having effective non-verbal communication such as signage, and electronic messaging and related methods for informing customers of Limited English Proficiency of basic communications. [MBTA] will assess, post and maintain signs in regularly encountered languages other than English in trains, . . . stations and . . . where deemed beneficial or necessary as an effective way of communicating frequently recurring messages necessary for customer safety and service.

The lack of space or feasibility of translated signage or electronic messaging may sometimes hinder where signs are placed. In some cases, universal symbols will be used as appropriate. Priority areas for signage and universal symbols may include, but are not limited to:

- Accessibility/Priority seating
- Do Not Enter
- Do Not Leave Bags Unattended
- Elevator/Escalator
- Emergency Brake
- Emergency Exit
- Danger
- No Smoking
- In Case of Emergency, Press Button
- Hazardous
- Stand Behind Yellow Line
- Third Rail¹⁰

RIDOT has verified that LEP users of SCCR service can contact MBTA's customer service office via a toll-free telephone number (1-800-392-6100) that works for calls from Rhode Island and provides information in English and Spanish. Additionally, RIDOT has provided MBTA with information regarding LEP populations in the SCCR service area and will continue to share up-to-date survey information regarding the language needs of SCCR passengers.

RIDOT notices regarding Title VI and SCCR public meetings provide Customer Service contact information in Spanish and Portuguese. RIDOT's Customer Service Office maintains a list of bilingual RIDOT employees who are available upon request. RIDOT's website employs Google Translation services.

RIDOT's newly-established Office of Professional Development and Training will provide training for employees on RIDOT's Language Assistance Plan.

IV. MONITORING AND UPDATING THE LEP PLAN

U.S. Department of Transportation guidance states, "[R]ecipients should, where appropriate, have a process for determining, on an ongoing basis, whether new documents, programs, services, and activities need to be made accessible for LEP individuals, and they may want to provide notice of any changes in services to the LEP public and to employees."¹¹

¹⁰ MBTA Policy and Plan pps. 4-8.

¹¹ Federal Register Volume 70, Number 239 (December 14, 2005).

RIDOT will monitor the strengths and weaknesses of the LEP plan on an ongoing basis using the following strategies:

- Solicit feedback from the LEP community by engaging in dialogue with community-based organizations that serve and work with Rhode Island's LEP populations.
- Measure changes in the number and proportion of LEP persons eligible to be served by gathering and analyzing census data, as well as information available from public school districts and community-based organizations that serve LEP populations.
- Measure frequency of contact by LEP persons by periodically surveying RIDOT employees with regard to (1) how often they interact with LEP individuals, and (2) what non-English language(s) employees are encountering during the course of delivering RIDOT's programs, services and activities.
- Conduct surveys of South County Commuter Rails users to collect demographic information and satisfaction with language assistance services.
- Sharing information regarding LEP populations within the SCCR with the MBTA.

RIDOT will modify its language assistance plan as needed.

SOUTH COUNTY OPERATING AGREEMENT

BY AND BETWEEN

THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY AND THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

This agreement (the "Agreement") is made as of the 30th day of September, 2010 (the "Effective Date"), by and between the Massachusetts Bay Transportation Authority (the "MBTA"), the State of Rhode Island and Providence Plantations ("Rhode Island"), acting by and through its Department of Transportation ("RIDOT"), and the Rhode Island Public Rail Corporation, a public corporation established pursuant to Chapter 64.2 to Title 42 of the Rhode Island General Laws ("Rail Corp") (collectively, the "Parties") in order to memorialize the agreement of the Parties in connection with the provision of commuter rail services south of Providence in Rhode Island.

Recitals

WHEREAS on January 28, 1988, RIDOT, the Commonwealth of Massachusetts, through its Executive Office of Transportation and Construction ("EOT"), and the MBTA entered into the Pilgrim Partnership Agreement, which provided, inter alia, that the MBTA would provide commuter rail passenger service between Providence, Rhode Island, and the Commonwealth of Massachusetts at a frequency of five (5) round trips per day for a period of seven (7) years; and

WHEREAS on July 7, 1995, RIDOT and the MBTA entered into the Pilgrim Partnership Agreement II, which provided, inter alia, for increased commuter rail passenger service between Providence and the Commonwealth of Massachusetts to eight (8) round trips each weekday and provided for the development of a commuter rail layover and maintenance facility in Pawtucket, Rhode Island, to be developed by the MBTA in coordination with RIDOT (the "Pawtucket Layover"); and

WHEREAS the Parties entered into Amendment No. One to the Pilgrim Partnership Agreement II on May 8, 1998 (the "First Amendment"), which amendment provided for future additional commuter rail service to Providence; allocated payment for the design, permitting and construction of the Pawtucket Layover; provided for the implementation of commuter rail service to T.F. Green Airport in Warwick, Rhode Island ("T.F.Green Airport Station"), subject to certain conditions and further negotiations; and provided for further examination of the costs of service expansion to Wickford Junction in the town of North Kingstown, Rhode Island ("Wickford") (commuter rail service expansion between Providence and T.F.Green Airport Station and Wickford is herein referred to as the "South County Service"); and

WHEREAS the Commonwealth of Massachusetts Executive Office of Environmental Affairs, Department of Environmental Protection Administrative Consent Order No. AC0-B0-00-7001, dated September 1, 2000, as amended, states that EOT will cooperate with RIDOT to provide regional rail service to T.F.Green Airport Station; and

WHEREAS the Pilgrim Partnership Agreement II was further amended by Letter Agreement dated March 15, 2001 from Kevin J. Sullivan, then Secretary of Transportation for the Commonwealth of Massachusetts to William D. Ankner, then Director of RIDOT, and countersigned by Director Ankner on March 23, 2001 (the "March 2001 Letter Agreement"), which extended the term of the Pilgrim Partnership Agreement II through December 31, 2009; expanded commuter rail service to Rhode Island to eleven and one-half (11 ½) round trips per weekday; adjusted the funding for the Pawtucket Layover; and reiterated the commitment of the Parties to negotiate the terms of the commuter rail expansion to T.F.Green Airport Station and to examine the costs of further expansion to Wickford; and

WHEREAS the Parties entered into a Funding Agreement on May 7, 2003, which allocated responsibility for the costs of constructing the Pawtucket Layover between RIDOT and the MBTA; and

WHEREAS the Parties entered into another amendment to the Pilgrim Partnership Agreement II dated May 7, 2003 (the "Second Amendment"), which amendment provided that upon opening of the Pawtucket Layover all train sets utilizing the facility will commence the first trip of the day and terminate the last trip of the day in Providence, and added weekend service to Providence with a minimum of five (5) scheduled round trips per day; and

WHEREAS RIDOT and the MBTA entered Amendment No. 3 to the Pilgrim Partnership Agreement II on November 10, 2004 (the "Third Amendment"), which amendment provided for the purchase of five (5) rail cars by the MBTA to meet RIDOT operational needs for South County Service; and

WHEREAS the Pilgrim Partnership Agreement II was further amended by Letter Agreement dated December 21, 2009 from Michael P. Lewis, Director of RIDOT to William A. Mitchell, then Acting General Manager of MBTA, countersigned by Mr. Mitchell on December 21, 2009 (the "December 2009 Letter Agreement"), which extended the term of the Pilgrim Partnership Agreement II through December 31, 2011 and provided funding for additional improvements at the Pawtucket Layover Facility; and

WHEREAS both the First Amendment and the March 2001 Letter Agreement provided that the Parties would negotiate the terms of the South County Service; and

WHEREAS Rhode Island, acting through RIDOT has entered into the Agreement Between National Railroad Passenger Corporation and State of Rhode Island and Providence Plantations for Access to Northeast Corridor Properties for Operation of South County Commuter Rail Passenger Service, dated August 25, 2008 (the "Amtrak/Rhode Island Agreement") with the National Railroad Passenger Corporation ("Amtrak") which sets out the terms of access to right of way owned by Amtrak in Rhode Island for purposes of providing the South County Service; and

WHEREAS RIDOT has assigned to RailCorp, and RailCorp has assumed, its rights and obligations under the Amtrak/Rhode Island Agreement by an Assignment and Assumption Agreement dated August 14, 2008 as amended (the "RIDOT/RailCorp Access Assignment"); and

WHEREAS RailCorp has delegated and assigned to RIDOT, and RIDOT has assumed, its rights and obligations under the Amtrak/Rhode Island Agreement, reserving to itself the risk of liability, insurance, and certain construction, operation and maintenance responsibilities at T.F.Green Airport Station Intermodal Station, by Delegation Agreement dated April 6, 2010 (the "Access Delegation Agreement"); and

WHEREAS Rail Corp and the Rhode Island Airport Corporation ("RIAC") entered into a Permanent Easement agreement with Amtrak dated August 25, 2008 for improvements to the Northeast Corridor related to the T.F.Green Airport Station Intermodal Station platform; and

WHEREAS Rail Corp assumed the insurance and indemnity obligations for RIDOT in its agreements with Amtrak and will be responsible for the insurance and indemnity obligations under this Agreement; and

WHEREAS the Parties seek to enter into a formal agreement regarding the terms and conditions of the MBTA's operation of the South Country Service.

NOW THEREFORE, in consideration of the terms, conditions, and mutual promises hereinafter given, the Parties hereby agree as follows:

SECTION 1: DEFINITIONS

"Amtrak Rail Line" means the rail line owned by Amtrak and located in the State of Rhode Island between the Massachusetts state line and Wickford Junction, Rhode Island, as shown on Exhibit A ("Rail Plan").

"Amtrak Properties" means the Amtrak Rail Line and the right of way and associated facilities, all owned by Amtrak and necessary for the operation of the South Country Service.

"Amtrak/Rhode Island Agreement" has the meaning set forth in the Recitals hereto.

"Attleboro Agreement" means the Agreement between National Railroad Passenger Corporation (Amtrak) and Massachusetts Bay Transportation Authority (MBTA) for Use and Maintenance of the MBTA Attleboro Line, dated July 1, 2003, as amended, which agreement covers the Providence Service.

"Commuter Rail Operator" means the third party operator of the MBTA's commuter rail service between Boston and Providence, Rhode Island, and, upon implementation of this Agreement, of the South Country Service, pursuant to the MBTA/Operator Agreement.

"FTA" means the Federal Transit Administration.

“Initial Service Schedule” has the meaning given to that term in Section 3.1 of this Agreement.

“MBTA/Operator Agreement” shall mean that certain Amended and Restated Commuter Rail Operating Agreement, dated as of July 1, 2008, between the MBTA and the Massachusetts Bay Commuter Railroad LLC, as amended, or such other agreement between the MBTA and a third party for the maintenance and operation of the MBTA’s commuter rail service as the MBTA may enter into in the future.

“New Service” has the meaning given to such term in the MBTA/Operator Agreement.

“Operating Costs” means all costs, expenses and losses (exclusive of self-insured retention costs) incurred in preparation for or in the operation of the South County Service by the MBTA, its Commuter Rail Operator or third parties engaged by either of them, including but not limited to costs relating to service schedules, tickets, train crews, Service Equipment maintenance, and maintenance of ticket vending machines; provided, however, that Operating Costs shall not include the costs and expenses incurred in the movement of rolling stock to the Pawtucket Layover, but any incremental costs of such movements that would not have been incurred but for the South County Service shall be included in direct costs. RIDOT expressly agrees that all costs of providing the South County Service reasonably incurred by the MBTA under its operating agreement with its Commuter Rail Operator shall be considered Operating Costs under this Agreement.

“Pawtucket Layover” means the MBTA Pawtucket Layover and Maintenance Facility in Pawtucket, R.I.

“Providence Service” means the commuter rail service operated by the MBTA to and from the Massachusetts/Rhode Island state line to Providence, R.I.

“Rail Corp” means the Rhode Island Public Rail Corporation, a public corporation established pursuant to Chapter 64.2 of Title 42 of the Rhode Island General Laws.

“Rhode Island Service” means the Providence Service and the South County Service, collectively.

“RIAC” means the Rhode Island Airport Corporation.

“Service Commencement Date” shall be the date on which the South County Service commences.

“Service Equipment” means the locomotives, rail passenger cars, and non-revenue rolling stock that are owned or controlled by the MBTA and made available for providing the South County Service.

“South County Rail Line” shall mean that portion of the Amtrak Rail Line located in Rhode Island southwest of Providence Station and used for the operation of the South County Service.

“South County Revenue” means all ticket revenue and all other revenue collected for and attributable to the South County Service. South County Revenue shall be calculated in part by subtracting the MBTA’s Zone 8 fare (Providence) from the Zone 9 or Zone 10 fare, as applicable, collected for the South County Service.

“South County Service” means commuter rail service (including the Start-up Service) operated by the MBTA or its Commuter Rail Operator to and from Providence to T.F.Green Airport Station and Wickford, and any additional service south or west from Providence, as provided for in this Agreement.

“South County Stations” shall mean T.F.Green Airport Station and Wickford Junction Station, collectively.

“Special Train” means a train that is not regularly scheduled and that is operated for passenger service in accordance with Section 11.2 herein.

“Start-up Service” means service to and from T.F.Green Airport Station only, prior to the Initial Service Schedule as provided for in this Agreement.

“Statutory Indemnity Limit” shall mean that certain limitation on the power of Rail Corp to indemnify its designated operator as expressly set forth in Section 64.2-4(15) of Title 42 of the General Laws of Rhode Island.

SECTION 2: TERM

The term of this Agreement (the “Term”) shall commence as of the Effective Date and expire ten years after the Service Commencement Date, unless sooner terminated as provided herein. The Parties may, by mutual written agreement, extend this agreement for such additional term as they may agree. The Service Commencement Date shall be memorialized by a notice signed by both Parties after the commencement of service.

SECTION 3: PROVISION OF SOUTH COUNTY SERVICE

3.1. **Service Schedules.** The MBTA agrees to operate the South County Service, through its Commuter Rail Operator, which service shall consist initially of eight (8) round trips departing and arriving at the times set forth on Exhibit B (the “Initial Service Schedule”). If requested by RIDOT, the MBTA agrees to operate Start-up Service as provided in Exhibit C or such other schedule as the Parties agree. The Service Commencement Date for the South County Service will be as agreed upon by the Parties but such service shall not commence until RIDOT or RIAC, as appropriate, have constructed the South County Stations, or the T.F.Green Airport Station for the Start-up Service, and completed the right of way improvements described in Sections 3.3 and 3.4, respectively. The MBTA shall make changes to the Initial Service Schedule only (a) to coordinate the schedule for South County Service with changes made to the schedules for the Providence Service; (b) to accommodate Amtrak schedules; or (c) to reduce the number of trains, as provided in this Section 3.1. RIDOT may reduce the number of trips from the Initial Service Schedule for any reason, and the MBTA may reduce the number of trips from the Initial Service Schedule if it determines, in its reasonable discretion, that ridership on the South County Service does not support the Initial Service Schedule. The Parties may, by mutual

agreement, increase service levels from the Initial Service Schedule, and RIDOT shall reimburse the MBTA for any costs associated with such additional service pursuant to Section 8.

3.2. **Interference with MBTA Service.** The Parties acknowledge and agree that in the event that the operation of the South County Service interferes with the MBTA's ability to provide on-time Providence Service due to factors beyond the MBTA's control, RIDOT shall take all necessary steps to eliminate such factors to the extent it is within RIDOT's reasonable control to do so. If RIDOT fails to remedy such factors to the MBTA's reasonable satisfaction, such failure shall constitute an event of default under Section 16.3 of this Agreement.

3.3 **South County Stations.** RIDOT shall construct a commuter rail station at Wickford Junction ("Wickford Station"), which station will accommodate commuter rail customers and the rolling stock used by the MBTA in the provision of its South County Service. RIDOT, through RIAC, shall construct an intermodal station at T.F. Green Airport in Warwick, which station shall accommodate commuter rail customers and the rolling stock used by the MBTA in the provision of its South County Service. RIDOT and/or RIAC shall design and install, at their sole cost and expense, the following equipment at Wickford Station and T.F. Green Airport Station:

(a) Remote-controlled passenger information signage (LED or LCD) in sufficient quantity and in locations adequate to ensure that passengers can readily view messages from waiting areas in the stations and on the platforms. Such information signage shall be connected to the MBTA's Passenger and Train Information System at RIDOT or RIAC's sole cost and expense, and such design shall be approved by MBTA Railroad Operations. RIDOT, through its Traffic Management Center, shall have the right to operate the signage, provided however that the MBTA's messages shall have priority over all other messages, and the system shall allow the MBTA to take control of the information signage to display its messages and cancel all other messages as necessary.

(b) Ticket vending machines which produce tickets for the South County Service, which machines shall be reviewed and approved by the MBTA's Automated Fare Collection division.

3.4 **Right of Way Improvements.** RIDOT and/or RIAC shall complete the improvements to the South County Rail Line and all facilities appurtenant thereto that are necessary to accommodate the South County Service. RIDOT and/or RIAC shall be responsible for property acquisitions, design services, and all other services necessary to construct the South County Stations and all necessary improvements to the South County Rail Line and appurtenant facilities. In the event that the MBTA comes to have actual knowledge of any deficiencies in the South County Stations or the South County Rail Line that would materially interfere with the South County Service, the MBTA shall notify RIDOT, and Amtrak as to the South County Rail Line only, within a reasonable time. The foregoing requirement shall not in any way be or be deemed to be (i) an assumption by the MBTA of any responsibility for the condition of the South County Rail Line and any facilities appurtenant thereto, (ii) a representation or warranty by the MBTA with respect to the condition of the South County Rail Line or any facilities appurtenant

thereto, or relieve RIDOT and/or RIAC of their responsibility with respect to the South County Rail Line and all facilities appurtenant thereto.

3.5 **Trackage Rights.** RIDOT shall secure and maintain all trackage rights from Amtrak or any other party necessary for the operation of the South County Service. The MBTA shall use best efforts to maintain all trackage rights from Amtrak or any other party necessary for the operation of the Providence Service, which trackage rights are currently provided for in the Attleboro Agreement.

SECTION 4: [Intentionally omitted.]

SECTION 5: SERVICE EQUIPMENT

The MBTA shall provide the Service Equipment necessary for the operation of the South County Service. The Parties acknowledge that pursuant to the Third Amendment and based on an assessment of projected ridership, RIDOT has reimbursed the MBTA for the costs of five (5) bi-level commuter rail cars purchased pursuant to the MBTA's contract with Kawasaki Rail Car, Inc. (the "Rail Car Purchase"). Such rail cars are owned by the MBTA, and shall be used by the MBTA for the South County Service, and maintained and repaired by the MBTA. Notwithstanding anything herein to the contrary, the Parties agree that RIDOT's payment to the MBTA for the Rail Car Purchase is consideration for the Rail Car Purchase only, and shall not constitute payment for any other capital or operating costs of the services provided by the MBTA pursuant to this Agreement. In the event that the South County Service requires more than the five (5) rail cars acquired in the Rail Car Purchase, the Parties shall develop an appropriate methodology to determine the number of additional rail cars necessary to meet the increased demand, and RIDOT shall fund the purchase of such additional cars as required to support the South County ridership.

SECTION 6: OPERATING DUTIES

6.1 **Maintenance of Right of Way.** As set forth in the Attleboro Agreement and the Amtrak/Rhode Island Agreement, Amtrak has agreed to maintain the Amtrak Rail Line in connection with the Rhode Island Service. The terms of Amtrak's maintenance of the Amtrak Rail Line for the Providence Service are set forth in the Attleboro Agreement, and the terms of Amtrak's maintenance of the Amtrak Rail Line for the South County Service are set forth in the Amtrak/Rhode Island Agreement. In the event that either the Attleboro Agreement or the Amtrak-Rhode Island Agreement is terminated, the Parties shall cooperate to seek replacement maintenance services for the Amtrak Rail Line, and shall revise this Agreement as necessary.

6.2 **Dispatching.** As set forth in the Attleboro Agreement and the Amtrak/Rhode Island Agreement, Amtrak has agreed to provide dispatching services for the Rhode Island Service. The terms of Amtrak's provision of dispatching services for the Providence Service are set forth in the Attleboro Agreement, and the terms of Amtrak's provision of dispatching services for the South County Service are set forth in the Amtrak/Rhode Island Agreement. In the event that either the Attleboro Agreement or the Amtrak-Rhode Island Agreement is terminated, the Parties shall cooperate to secure replacement dispatching services for the Amtrak Rail Line, and shall revise this Agreement as necessary.

6.3 **Station Maintenance.** RIDOT shall maintain, either itself or by contract with a third party, the South County Stations.

6.4 **Transportation Services.** The MBTA, through its Commuter Rail Operator, shall provide transportation services for the South County Service, including on-board train staffing, on-board revenue collection, incident management and notifications, and other services provided by the MBTA and its Commuter Rail Operator for the Providence Service.

6.5 **Law Enforcement Services.** MBTA Transit Police officers shall have non-exclusive jurisdiction in accordance with 49 C.F.R. Part 207 on all MBTA-owned property (including any rail cars owned or operated by the MBTA, wherever located) used in the provision of the South County Service, but shall not have responsibility for providing law enforcement services on the South County Rail Line or the South County Stations.

6.6 **RIDOT's Third Party Agreements.** In the event that the Amtrak/Rhode Island Agreement or any other agreement between RIDOT and a third party imposes obligations upon the MBTA not described in this Agreement, the MBTA may request that RIDOT seek to have such third party agreement amended to eliminate such requirement, and RIDOT shall make reasonable efforts to accommodate the MBTA's request. In the event that RIDOT is unable to amend such agreements to eliminate an obligation that has a material adverse impact on the MBTA's operations, the MBTA may terminate this Agreement pursuant to Section 16.1 (a). In any event, all costs of the MBTA's compliance with any obligation contained in the RIDOT/Amtrak Agreement or any other agreement between RIDOT and a third party shall be an element of the Operating Costs.

SECTION 7: FARES AND REVENUE

7.1 **Fares.** The MBTA shall set fares for the South County Service based on the MBTA's standard fare schedule, with T.F.Green Airport Station subject to Zone 9 fares, and Wickford subject to Zone 10 fares. As of the date of this Agreement, the applicable fares are as follows:

TICKET TYPE	ZONE 9 T.F. Green Airport Station to South Station	ZONE 10 Wickford to South Station
Monthly Pass	\$265.00	\$280.00
Single ride ticket	\$8.25	\$9.00
	Interzone 3 ¹ T.F. Green Airport Station to Providence	Interzone 4 ² Wickford to Providence
Monthly Pass	\$89.00	\$101.00
Single ride ticket	\$2.50	\$2.75

¹ T.F.Green Airport Station to Providence is an Interzone 3 fare

² Wickford to Providence is an Interzone 4 fare

The MBTA may increase fares for Zone 9 and Zone 10 in connection with fare increases for other zones, provided, however, that any such fare increases for Zone 9 and Zone 10 shall be approximately the same percentage increase as the increase to Zone 8 fares.

7.2 **Revenue Collection.** RIDOT shall work with the MBTA's Automated Fare Collection division to identify and engage businesses in close proximity to T.F.Green Airport Station and to Wickford Station to sell MBTA tickets for the South County Service. RIDOT shall be responsible for the costs of maintaining and repairing the ticket vending machines described in Section 3.3(b), as necessary, as an element of Operating Costs.

SECTION 8: COST OF SERVICE.

8.1 **Compensation.** RIDOT shall compensate the MBTA for Operating Costs incurred by MBTA or its Commuter Rail Operator, including any fees due to the Commuter Rail Operator under the MBTA/Operator Agreement in connection with the provision of the South County Service by such operator. To the extent that the Operating Costs exceed the Revenue derived from the South County Service (the "Revenue Shortfall"), RIDOT and Rail Corp agree that, except as expressly set forth in this Agreement, MBTA shall have no responsibility for any costs or expenses associated with its provision of the South County Service, meaning and intending that RIDOT and Rail Corp shall pay for all costs incurred by MBTA that would not have been incurred by MBTA but for its operation of the South County Service.

8.2 **Revenue.** All South County Revenue paid to the MBTA shall be credited against MBTA's Operating Costs for the South County Service. In the event that for any quarter there is a Revenue Shortfall, RIDOT shall be responsible for such Revenue Shortfall and, except as may be agreed pursuant to Section 8.4, below, RIDOT shall pay the MBTA the full amount of such shortfall within thirty (30) days of its receipt of an invoice for such amount. Notwithstanding the preceding sentence, with respect to the first twelve (12) months of operations, the MBTA shall not send such quarterly invoices; but may, after the end of such twelve (12) month period,

invoice RIDOT for any Revenue Shortfall with respect to the initial twelve (12) month period and, except as may be agreed pursuant to Section 8.4, below, RIDOT shall pay the MBTA the full amount of such shortfall within thirty (30) days of its receipt of an invoice for such amount. In the event that the South County Revenue in any twelve-month period is in excess of the Operating Costs ("Revenue Surplus"), MBTA shall credit RIDOT with such excess toward future Operating Costs, or the parties may negotiate an extension of the term of this Agreement to reflect such Revenue Surplus.

8.3 **Operating Statements.** For each calendar quarter in which MBTA incurs Operating Costs related to the South County Service, MBTA shall submit to RIDOT a statement of expenses (the "Quarterly Expense Statement") for such quarter by the last day of the month following the close of such quarter, which statement shall detail the Operating Costs and Revenues for such quarter in sufficient detail for RIDOT and Rail Corp to review the appropriateness of such costs. RIDOT and Rail Corp acknowledge that MBTA will treat the provision of South County Service as a New Service under the provisions of the MBTA/Operator Agreement and shall provide to RIDOT a copy of the budget for the New Service to be provided by the Commuter Rail Operator to the MBTA pursuant to Section 21.3 of the MBTA/Operator Agreement and the estimated financial impact thereof to MBTA. MBTA shall not be required to provide a detailed statement of the costs incurred by it as a result of such New Service under the MBTA/Operator Agreement; provided that RIDOT shall have the right to request such detail for informational purposes. With respect to all other operating expenses incurred by MBTA in connection with the South County Service, MBTA shall provide to RIDOT a reasonable breakdown of such expenses.

8.4 **Capital Projects.** In lieu of the payment of costs described in Section 8.1 above, RIDOT may propose to cover a Revenue Shortfall through the expenditure of capital funds on an eligible project as approved by the FTA. RIDOT's proposal shall describe the scope of the project, the amount of capital funding RIDOT proposes to expend on such project, the benefits of such project to the MBTA, and the schedule for approval and completion of such project. RIDOT's proposal shall be subject to the MBTA's approval, which approval shall be at the MBTA sole discretion.

8.5 **Consideration.** In consideration for the agreement of MBTA to provide the South County Service for the Term of this Agreement, RIDOT shall secure federal funding for certain projects as follows:

(a) RIDOT shall make available federal funds for projects ("Project(s)") benefiting MBTA's Providence Service or South County Service in an amount of at least \$4,700,000 (the "Capital Pool"). RIDOT shall propose to MBTA for MBTA's approval, such approval not to be unreasonably withheld or delayed, one or more capital projects (from among those that are included in the MBTA's five-year Capital Improvement Plan) to be funded from the Capital Pool ("Capital Pool Project(s)") and upon MBTA's approval, RIDOT shall seek federal approval for any such Capital Pool Project(s).

(b) RIDOT shall apply for grants for the funding for Capital Pool Project(s) in the full amount of the Capital Pool and provide assurances of such funding reasonably satisfactory to

MBTA by the date on which the South County Service commences. MBTA agrees to provide any local match required to access the Capital Pool funds.

(c) The amount in the Capital Pool will be deemed reduced by the amount of any liabilities of the MBTA with respect to the South County Service not otherwise funded under this Agreement. If the Capital Pool is reduced below \$2.5 Million, and in any event, at the end of the fifth year of operation of the South County Service, the MBTA shall identify the amount by which the Capital Pool has been reduced, and RIDOT shall, within a reasonable time, identify projects to make up for such reduction and identify the funding to maintain the Capital Pool at \$4,700,000 as specified in Section 8.5(a). RIDOT shall seek MBTA's approval for such additional projects and MBTA shall not unreasonably delay or withhold its consent to such approval. The foregoing process shall be utilized periodically, but at least on a 5 year interval, to replenish the Capital Pool. RIDOT agrees that in no event shall the Capital Pool be applied to the cost of operating liabilities incurred by RIDOT, Rail Corp, Amtrak or any other third party in connection with the provision of the South County Service.

(d) In lieu of providing cash or capital funding to cover the Revenue Shortfall, RIDOT may propose to MBTA to reduce the Term of this Agreement to reflect the Revenue Shortfall, which proposal MBTA shall approve if in MBTA's reasonable judgment such reduction in Term is an appropriate reflection of the Revenue Shortfall amount.

8.6 **Expiration/Termination.** Upon the expiration of this Agreement, or its earlier termination by either party as herein permitted, the following provisions shall apply:

(a) If the MBTA shall have terminated this Agreement without any default of RIDOT hereunder, and if amounts actually expended with respect to the Capital Pool exceed the then outstanding or contingent liabilities of the MBTA with respect to the South County Service not otherwise funded under this Agreement, then, to the extent that the capital improvements constructed or capital equipment acquired by virtue of such excess expenditure are not located in Rhode Island, the parties shall agree upon a fair and equitable means of compensating RIDOT for such excess, including the possible extension of this Agreement beyond the proposed termination date elected by the MBTA.

(b) If the amount remaining in the Capital Pool is less than the then outstanding or contingent liabilities of the MBTA with respect to the South County Service not otherwise funded under this Agreement, RIDOT will obtain funding for additional Capital Pool Projects to be identified in accordance with the procedure set forth in Sections 8.5 (a) and (b). The provisions of this Section shall survive the termination of this Agreement.

8.7. **Inspection/Audit.** RIDOT shall have the right to inspect, examine and audit all financial books, records and accounts of MBTA which support the Operating Costs charged to RIDOT under this Agreement for the provision of the South County Service. MBTA will make available to the extent practicable such additional financial accounting and operational records as may enable RIDOT to monitor and/or comply with the reporting requirements of any governmental entity having regulatory or financial responsibility with respect to the South County Service. RIDOT shall be responsible for the incremental cost of any audits requested under this Section 8.7 that exceed the cost of MBTA's usual audit and accounting practices.

SECTION 9: INSURANCE

Not less than thirty (30) days prior to the start of the South County Service, including prior to the start of the operation of any testing, or employee training trains operated by the MBTA or its Commuter Rail Operator and any special trains in relation to the South County Service, RIDOT shall provide to the MBTA a draft of a policy or policies of the following insurance ("Required Insurance") for MBTA review and approval. Following MBTA review and approval of the draft policy or policies, which approval shall not be unreasonably withheld or delayed so long as the draft policy or policies contain the Required Insurance, RIDOT shall procure the approved policy or policies and said Required Insurance shall be effective and in place at least thirty (30) days prior to the commencement of South County Service, including prior to the operation of any testing or employee-training trains operated by the MBTA or its Commuter Rail Operator and any special trains in relation to the South County Commuter Services. MBTA shall have the right to reasonably modify the Required Insurance hereunder from time to time, but in no event more frequently than every ten (10) years; however, the first such modification shall not take place prior to ten (10) years from the Effective Date. To the extent that any of the Required Insurance is obtained directly by the MBTA or its Commuter Rail Operator as provided below (e.g., property insurance pursuant to Section 9(b)), RIDOT shall not be obligated to obtain such insurance, but the incremental cost thereof (including any amounts paid under any self-insured retention thereunder) shall be included in Operating Costs. The Required Insurance is as follows:

(a) Railroad Liability Insurance.

Railroad liability insurance ("Railroad Liability Insurance") on a form acceptable to MBTA covering RIDOT, the MBTA, the Commuter Rail Operator, and the employees, officers, agents and representatives of any of them on a primary basis with the following limits and for the following risks and hazards:

(i) Liability for bodily injury, death, or personal injury to any person including but not limited to the contractors, employees, passengers, and invitees of RIDOT, the MBTA, the Commuter Rail Operator, or any other person and property damage (including loss of use of property) to any property whatsoever, arising out of or in any way connected with, or which would not have been incurred but for, the South County Service or the presence of the RIDOT, the MBTA, the Commuter Rail Operator, or any trains, passengers, employees or invitees on the South County Rail Line.

(ii) The Required Insurance shall be specifically endorsed to add MBTA and the MBTA's employees, officers, agents, and representatives as an additional insured and to provide that any other insurance carried by the MBTA shall be excess and shall not be required to share or contribute in any manner with such insurance.

(iii) The Required Insurance shall be maintained continuously with a combined single limit for bodily injury and property damage liability of not less than two hundred million dollars (\$200,000,000) each occurrence, and with a self-insured retention of seven million five hundred thousand dollars (\$7,500,000) for each occurrence.

- (iv) The Required Insurance shall include, but not by way of limitation:
- a. Contractual Liability coverage with no exclusion or restriction related to railroad operations or operations within fifty (50) feet of a railroad;
 - b. Cross Liability endorsement;
 - c. Premises/Operations
 - d. Products/Completed Operations;
 - e. Independent Contractors;
 - f. Sudden and Accidental Pollution (30/90);
 - g. Punitive and Exemplary Damages shall not be excluded, or the policies may be silent regarding such damages; and
 - h. Certified and Non-Certified Terrorism.

(v) Intentionally Deleted.

(vi) Policies shall be endorsed to provide that coverage for the MBTA and the Commuter Rail Operator shall not be denied due to the failure of RIDOT or another entity to promptly report occurrences or claims, nor shall coverage be denied to the MBTA based on any other violation of a condition or based on any representation made by any other insured to the insurer.

(vii) In the event that the policy limits for the Required Insurance are satisfied by a combination of primary and excess policies in "layers", all excess policies shall provide that they drop down in the event of reduction or exhaustion of underlying policy limits.

(viii) In the event that claims, losses or occurrences reduce limits to less than \$180 million per occurrence due to the operation of an aggregate limit provision in the policy(ies), RIDOT shall immediately notify the MBTA and shall reinstate or replace the insurance to the required limits. If an aggregate limit provision is included in any liability policy, it shall apply to no longer than an annual period and such aggregate limit shall be renewed annually whether or not any claims, losses or liabilities have been incurred.

(ix) RIDOT shall provide the MBTA with copies of all policies comprising the Required Insurance, which shall be endorsed to provide at least thirty (30) days' advance written notice to the MBTA of any cancellation, non-renewal, reduction, or material change in coverage.

(x) If any of the Required Insurance is provided on a claims-made or occurrences-reported basis, then in addition to coverage requirements above, such policy shall provide that:

- a. The retroactive date shall coincide with or precede RIDOT's start of the South County Service and related operations and occupancies (including subsequent policies purchased as renewals or replacements);
- b. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims; and
- c. If claims-made or occurrences-reported insurance is terminated for any reason, RIDOT or Rail Corp will purchase an extended reporting provision of at least two (2) years to report claims and occurrences arising from the South County Service and related operations and occupancies.

(xi) All liability policies shall be endorsed to indicate that coverage is primary for: MBTA liability arising out of or in any way connected with or which would not have occurred or would not have been incurred but for the South County Service or the presence of RIDOT, the MBTA, the Commuter Rail Operator, or any trains, passengers, employees or invitees on the South County Rail Line, including that arising from train operations of the MBTA or the maintenance or use of the right-of-way and facilities, and all switches, interlocking, signals, communications, and other appurtenances.

(xii) In the event that RIDOT determines that any one or more components of the Required Insurance itemized above in Section 9. (a)(iv)(f)-(h) inclusive, otherwise required by this Agreement is/are not available in the marketplace at any price, it shall notify the MBTA, and the MBTA will waive the requirement for that particular component(s) so long as such component(s) remain unavailable at any price.

(b) Property Insurance.

The MBTA shall carry property insurance consistent with the requirements of the MBTA/Operator Agreement. The cost of such insurance, and the costs of any property damage not covered by insurance, shall be considered an Operating Cost under this Agreement. If, however, RIDOT or another contractor or subcontractor carries such insurance, the MBTA shall be named as an additional insured as respects the MBTA's interest in the property, and the property insurer shall waive all rights of subrogation against the MBTA.

(c) Automobile Insurance.

Automobile liability insurance covering all automobiles owned, leased, rented, or used by RIDOT, the MBTA, the Commuter Rail Operator, and their agents or employees in connection with the South County Service or any operations or activities incidental thereto. Such insurance shall be obtained by the party operating or owning a given vehicle and shall provide auto liability

insurance coverage with combined single limits of no less than one million dollars (\$1,000,000) per accident or occurrence for bodily injury and property damage liability.

(d) Workers Compensation and Employers Liability Insurance.

The MBTA and its Commuter Rail Operator and their contractors and subcontractors shall carry Workers Compensation insurance in accordance with the laws of the State of Rhode Island covering all applicable employees. Such insurance shall include Employers Liability coverage with limits of no less than one million dollars (\$1,000,000) each employee or accident. If RIDOT, the MBTA or its Commuter Rail Operator or any of its contractors or subcontractors are considered a railroad(s) subject to the provisions of the Federal Employers Liability Act (FELA) rather than State Workers Compensation laws, the Employers Liability insurance shall be endorsed to provide coverage for FELA benefits and liabilities, and the required limits shall be increased to not less than fifty million dollars (\$50,000,000) per occurrence (alternately, FELA coverage may be provided under the Railroad Liability policy required by Section 10(a)). The State of Rhode Island is self-insured for state employee workers' compensation injuries, R.I. Gen. Laws §28-31-5, with claims and expenses subject to payment through the State Employees' Compensation Fund, R.I. Gen. Laws §28-31.1-1.

(e) No Limitation Regarding Stations.

The foregoing Required Insurance shall apply to the operation or presence of any South County Service train or its passengers, crew, other employees or contractors in Providence Station or other stations on the South County Rail Line, including collision of such South County Service train with any Amtrak or other train and shall not apply to the operation of the Providence Service.

(f) Additional Coverage.

The MBTA shall procure an excess liability and wrap-around policy (the "South County Wrap-around Insurance"), in form and substance reasonably acceptable to both the Parties, insuring the MBTA against liability with respect to any aspect of the South County Service not otherwise covered by the Required Insurance and/or the railroad liability insurance carried by the MBTA as of the date of this Agreement, with a combined single limit for bodily injury and property damage liability of one hundred twenty five million dollars (\$125,000,000) (which, together with the coverage maintained by the MBTA as of the date of this Agreement shall provide coverage totaling two hundred million dollars (\$200,000,000)). Notwithstanding the payment process described in Section 8.2, the MBTA may invoice RIDOT for the cost of the South County Wrap-around Insurance at any time after incurring such cost, and RIDOT shall pay such cost, as an Operating Cost, within 30 days of invoice from the MBTA.

(g) Failure to Maintain Insurance.

Except as otherwise set forth in Section 9. (a)(xii), in the event that RIDOT fails to maintain the Required Insurance with all applicable enhancements and provisions, the MBTA may cease operating the South County Service and any or all access and services hereunder; and RIDOT shall be responsible to the MBTA for any damages that the MBTA incurs as a result of

such failure. The parties acknowledge that the MBTA may self-insure any of the insurance requirements imposed upon it by this Agreement.

SECTION 10: INDEMNIFICATION AND LIABILITY

(a) Rail Corp agrees to defend, indemnify and save harmless the MBTA and the Commuter Rail Operator (including officers, directors, agents and employees of either of them) and third parties (to the extent that the MBTA or the Commuter Rail Operator is obligated to defend, indemnify or save harmless such third parties), subject only to the Statutory Indemnity Limit, for all damage or liability for personal injury or property damage which would not have occurred or would not have been incurred but for the existence of the South County Service. For avoidance of doubt, such indemnification excludes (but only to the extent required by the Statutory Indemnity Limit) any damage or liability for personal injury or property damage arising out of any negligent act or omission of MBTA, its Commuter Rail Operator or the negligent act or omission of any third party that MBTA or its Commuter Rail Operator is required to indemnify. In no event shall Rail Corp's indemnity obligations to the MBTA and the Commuter Rail Operator under this Section 10 be construed to extend the liability of either the MBTA or the Commuter Rail Operator to rail passengers beyond the extent that such liability is limited by law.

(b) No claim regarding indemnification shall be made as a cross-claim or counter-claim in any litigation brought by a third party arising out of any claim against Amtrak, RIDOT, Rail Corp, and/or the MBTA and the Commuter Rail Operator.

(c) The MBTA hereby releases and discharges Amtrak (including its officers, directors, agents and employees), but not including other railroads, from all claims of any kind or character, irrespective of negligence or fault of Amtrak, for personal injury, property damage (including loss of use of property), loss of revenues, or any other consequential damages.

(d) The MBTA shall assure that the Commuter Rail Operator shall similarly release and discharge Amtrak.

SECTION 11: ADDITIONAL SERVICE

11.1 **Additional Station Stops**. RIDOT may, at any time, propose the addition of new station stops as part of the South County Service. RIDOT shall construct all stations, and shall provide all trackage rights, required for the operation of such service. The Parties shall negotiate and seek mutual agreement on the terms of any such service with reference to the terms described in this Agreement.

11.2 **Special Trains**. RIDOT may, at any time during the Term of this Agreement, request that the MBTA operate Special Trains. The MBTA shall operate such trains whenever so doing does not adversely affect the Providence Service and/or the MBTA's service to South Attleboro and points north, and provided that RIDOT reimburses the MBTA for the Operating Costs of such Special Trains.

SECTION 12: RIGHT TO SUBCONTRACT

The MBTA may employ its Commuter Rail Operator and other subcontractors to perform any of its obligations under this Agreement, except as otherwise stated in this Section; provided, however, that prior written notice to RIDOT shall be required as to each such subcontract, with the exception of (a) the contract with the Commuter Rail Operator; (b) subcontracts under which the aggregate amount payable to the subcontractor in any twelve-month period is less than \$250,000; and (c) any subcontract entered into by the MBTA that covers other portions of its commuter rail system as well as the South County Service. All subcontractors shall perform their work in accordance with the applicable terms and conditions of this Agreement and any MBTA and Amtrak requirements for subcontractors to the extent such subcontractors perform work on the South County Rail Line, including but not limited to compliance with all health, safety, equal employment opportunity, and insurance requirements.

SECTION 13: DISPUTE RESOLUTION.

13.1 Settlement of Disputes.

(a) The Parties shall resolve all disputes relating to the subject matter of this Agreement according to the procedures set forth in this Section 13.

(b) Both Parties to this Agreement shall make every reasonable effort to settle any dispute concerning the interpretation, application or enforcement of this Agreement by prompt and diligent discussions and negotiations.

13.2 Informal Consideration by the Parties. Any dispute that cannot be resolved pursuant to Section 13.1 within thirty (30) business days after it arises (or such other time as the Parties may agree in writing) may be submitted at the written request of either Party to the MBTA's Director of Railroad Operations and RIDOT's designee. These individuals shall discuss and attempt to resolve the dispute. In the event that the dispute remains unresolved twenty (20) business days after its submission (or such other time as the Parties may agree), the matter may be referred in writing by either Party to the General Manager of the MBTA and RIDOT's Director for consideration. If the dispute still remains unresolved thirty (30) calendar days after its referral to the General Manager and Director, the matter may be submitted in writing to arbitration by either Party under Section 13.3.

13.3 Arbitration. Any dispute, claim, or controversy between the Parties hereto relating to the interpretation, application, or implementation of this Agreement that cannot be resolved informally shall be submitted to binding arbitration in the Commonwealth of Massachusetts in the following manner:

(a) The Party wishing to initiate arbitration shall notify the other in writing of its potential desire to submit the matter to arbitration. Such notice shall contain a statement of the issues.

(b) Within fifteen (15) days of such notice, the other Party shall respond in writing.

(c) Within fifteen (15) days thereafter, the Parties shall agree upon the appointment of a neutral arbitrator. If the Parties fail to appoint an arbitrator within the time provided herein, either Party may request that the American Arbitration Association appoint the arbitrator.

(d) The arbitrator shall promptly hear and decide the issues submitted in accordance with the rules for commercial arbitration of the American Arbitration Association, giving to both Parties reasonable notice of the time and place of hearing.

(e) The arbitrator shall promptly render a decision and award in writing to the Parties, including a sufficient written explanation of the reasoning for the award.

(f) Any arbitration award rendered hereunder shall be final and binding upon the Parties. Judgment upon any such arbitration award may be entered in any United States District Court having jurisdiction.

(g) Each Party shall bear its own costs and expenses of arbitration. The fees of the arbitrator and any other remaining expenses incurred by the arbitrator shall be borne equally by the Parties.

(h) The Parties agree that every reasonable effort shall be made to obtain the prompt resolution of disputes which are submitted to arbitration. They further specifically agree that neither Party shall be entitled to delay the arbitration process significantly by insisting on the application of extensive procedural steps or other actions which cannot clearly be expected to improve the ability of the arbitrator to render a reasonable and fair decision, and agree further that reasonable discovery requests shall not be barred by the foregoing.

13.4 **Injunctive Relief.** Notwithstanding any contrary provisions of this Agreement, if either the MBTA or RIDOT believes that the other Party has failed to perform any covenant or obligation under this Agreement regarding a matter of substantial importance which, if not promptly corrected, will cause irreparable injury, the aggrieved Party may take such legal action as it deems appropriate and may file immediately any and all pleadings in any state or federal court with jurisdiction to secure an injunction of such action or inaction pending resolution of the matter pursuant to the dispute resolution procedures set forth in this Section.

13.5 **Interest.** To the extent allowed under applicable law, where the time period during which interest accrues regarding a matter in dispute is specifically established elsewhere in this Agreement, that time period shall apply for purposes of disputes under this Section. For any other dispute under this Section, interest shall accrue from the date of the filing of the claim.

SECTION 14: COMPLIANCE WITH LAW.

14.1 **General.** At all times, the MBTA will provide, and will cause its Commuter Rail Operator to provide, the South County Service in accordance with all applicable local, state, and federal laws, standards, codes, rules, and regulations, including without limitation all such standards, codes, rules and regulations relating to safety, as are in existence from time to time,

and pursuant to the terms of this Agreement. The MBTA will promptly comply, and will cause its Commuter Rail Operator to comply, with any specific safety instructions or directions given by any duly authorized agency, provided however that any costs incurred by the MBTA in relation to such standards, codes, rules, regulations, instructions or directions shall be reimbursed by RIDOT pursuant to this Agreement to the extent such compliance is not required for the Providence Service.

14.2 **Federal Government Not a Party.** The MBTA and RIDOT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a Party to this Agreement and shall not be subject to any obligations or liabilities to RIDOT, the MBTA or any other party (whether or not a Party to this Agreement) pertaining to any matter resulting from this Agreement. The MBTA agrees to include the foregoing clause in each permitted subcontract for the provision of the South County Service financed in whole or in part with Federal assistance provided by the FTA. The MBTA further agrees that such clause shall not be modified, except to identify the subcontractor that will be subject to its provisions.

SECTION 15: MARKETING RESPONSIBILITIES.

15.1 **Marketing by the MBTA.** The MBTA and/or its Commuter Rail Operator may market the South County Service as it sees fit through advertisements or other public promotions.

15.2 **Marketing by RIDOT.** RIDOT may market the South County Service through advertisements or other public promotions in coordination with, and subject to the reasonable approval of, the MBTA's Marketing Department.

SECTION 16: TERMINATION.

16.1 **By the MBTA.** The MBTA may terminate this Agreement (a) provided that the MBTA gives written notice to RIDOT and Rail Corp stating the reasons for such termination no less than ninety (90) days prior to ceasing to provide the South County Service; or (b) if either Party's performance of this Agreement is reasonably deemed by the MBTA to be illegal under state or federal law, provided that the MBTA gives prior written notice to RIDOT; or (c) if the MBTA ceases to operate the Providence Service for any reason, provided however that the MBTA gives prior written notice to RIDOT and ceases providing the South County Service no earlier than the date of cessation of the Providence Service.

16.2 **By RIDOT.** RIDOT may terminate the South County Service at any time, for any reason or for no reason, provided that RIDOT gives written notice to the MBTA and Rail Corp stating the reasons for such termination no less than ninety (90) days prior the termination date set forth in such notice. In the event of such termination under this Section 16.2, RIDOT shall reimburse the MBTA for its reasonable costs (and for the reasonable costs of the MBTA's Commuter Rail Operator) in winding down and ceasing the South County Service.

16.3. **By Either Party.** Either MBTA or RIDOT may (a) by ninety (90) days advance written notice of an event of default to the other Party and to Rail Corp, terminate this Agreement if the defaulting Party fails to comply with any of the provisions of this Agreement in accordance with its terms or within the time specified for performance herein, and does not cure such event of default within three (3) calendar days if such failure involves any interruption in the South County Service, or within thirty (30) days for other such failures, or such greater period as the terminating Party may authorize in writing, after receipt of notice specifying such failure, and indicating that a failure to remedy the same may result in termination of this Agreement; or (b) terminate this Agreement, with such termination effective immediately upon receipt by the non-terminating party of written notice, if the terminating Party determines that continued provision of the South County Service by the MBTA would result in danger, or the potential of danger, to the health or safety of customers or the general public.

16.4 **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this Agreement, except to the extent that the agreement terminating this Agreement so specifies.

SECTION 17. FORCE MAJEURE.

Each Party will be excused from performance of any of its obligations to the other under this Agreement, where such non-performance is caused by any event beyond the non-performing Party's control which shall include, without limitation, any order, rule, or regulation of any federal, state, or local government body, agency, or instrumentality (other than orders relating to the correction by Commuter Rail Operator of its non-compliance with laws and regulations applicable to the provision of the South County Service); natural disaster; or civil disorder; provided, however, that the Party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy, or remove such event in the shortest practical time. After such an event, the MBTA shall, at RIDOT's cost, use all reasonable efforts to undertake and complete the repair, restoration, or replacement of any property which is necessary for the provision of the South County Service in accordance with established train schedules, and shall resume normal South County Service and performance of its other obligations under this Agreement as soon as reasonably possible. In the event either Party fails or refuses to use all reasonable efforts as aforesaid, the continuation of an event beyond the control of such Party shall not be deemed an excuse for non-performance hereunder.

SECTION 18: AMENDMENTS AND REVISED EXHIBITS.

This Agreement, including the Exhibits hereto may be amended by written agreement of the Parties from time to time during the Term of this Agreement. All amendments shall be numbered in ordinal sequence and titled accordingly.

SECTION 19: ASSIGNMENT.

The MBTA's rights, duties and obligations under this Agreement may not be assigned, transferred, or delegated to parties other than the Commuter Rail Operator and its subcontractors without the prior written approval of RIDOT, which approval shall not be unreasonably withheld.

SECTION 20: SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon, and inure to the benefit of any authorized successors and assigns of the Parties hereto. Subject to applicable law, any Party hereto shall remain liable jointly and severally with any successor or assign for any breach of this Agreement which occurred, and any charges or obligations which accrued, prior to the date of the assignment notwithstanding the assumption by the successor or assign of such liabilities, charges, or obligation.

SECTION 21: OTHER CONTRACTOR AND THIRD PARTY ACCESS.

21.1 **Permit to Enter.** Amtrak has granted RIDOT access to its right of way insofar as necessary to enable RIDOT, MBTA, and the Commuter Rail Operator to carry out the operation of the South County Service. No other contractor or third party shall be allowed to enter onto Amtrak property without Amtrak permission and without RIDOT or such other contractor or third party notifying the MBTA of the proposed activities of such other contractor or third party.

21.2 **Government Authorities.** The MBTA shall grant access to the Amtrak Properties to any duly authorized government authorities. The MBTA shall immediately notify Amtrak and an appropriate RIDOT official when any state or Federal inspector, law enforcement or emergency personnel enters the Amtrak Properties. In addition, the MBTA shall provide RIDOT and Amtrak with copies of all reports furnished to the MBTA by any regulatory agency concerning the provision of the South County Service within twenty-four (24) hours of the MBTA's receipt of such reports.

SECTION 22: NOTICE.

All notices pursuant to this Agreement shall be in writing and shall be deemed effective: (a) on the date given if delivered by hand or by facsimile if receipt of such notice is acknowledged by the recipient on a weekday during normal business hours, or on the next succeeding weekday if not given on a weekday, (b) one weekday after delivery to a reputable overnight courier service, or (c) five days after having been deposited with the U.S. Postal Service, postage prepaid. Notice shall be given:

to the MBTA:

General Manager
MBTA
10 Park Plaza
Boston, MA 02116

with a copy to:

Director of Railroad Operations
MBTA
45 High Street
Boston, MA 02110

to RIDOT:

Director
Rhode Island Department of Transportation
Two Capitol Hill
Providence, Rhode Island 02903

with a copy to:

Chief, Intermodal Planning
Rhode Island Department of Transportation
Two Capitol Hill
Providence, Rhode Island 02903

To Rail Corp:

Executive Director
Rhode Island Public Rail Corporation
Two Capitol Hill
Providence, Rhode Island 02903

SECTION 23. MISCELLANEOUS.

23.1 **No Waiver.** No failure on the part of either Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any right or remedy on any one occasion shall not constitute a bar to the exercise or waiver of any such right or remedy on any future occasion. The remedies of the Parties provided herein are cumulative and not exclusive of any remedies provided for by law.

23.2 **Survival.** The obligations of RIDOT, RailCorp, and the MBTA hereunder that arise but which are not satisfied during the Term of this Agreement shall survive the satisfaction of the MBTA's obligations under this Agreement and the termination or expiration of this Agreement.

23.3 **Severability.** If any term, condition, provision, paragraph, exhibit or amendment hereof shall be held to be invalid, illegal or unenforceable, or shall be held to be pre-empted by federal law or regulation, by a court of competent jurisdiction (all of the foregoing, individually and collectively are referred to below as an "Invalidity"), then the remaining terms, conditions, provisions, paragraphs, exhibits or amendments hereof shall remain in full force and effect and their enforceability shall not be impaired by any such Invalidity and the remaining provisions hereof shall nevertheless be binding with the same effect as if the Invalidity was not contained therein, so long as the material benefits and burdens allocated to each party under this Agreement are not altered.

23.4 **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto other than permitted successors and assigns of a Party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a Third Party except as aforesaid.

23.5 **No Individual Liability.** No recourse shall be had by either Party for any claim against any officer, director, stockholder, employee or agent of any other Party alleging personal liability on the part of such person with respect to performance of RIDOT's or the MBTA's obligations under this Agreement.

23.6 **Performance During Disputes.** During the pendency of any dispute between the Parties, the business and the operations to be conducted under this Agreement, to the extent that they are the subject of any such dispute, shall continue to be transacted and used in the manner and form existing prior to the arising of any such controversy.

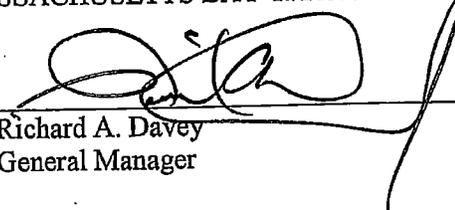
23.7 **No Benefit to Elected Officials.** The Parties agree that no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom. The Parties agree that no member, officer, or employee of the MBTA, MDOT, or any state or local public body of any city or town within the MBTA's service area, as the same may be expanded from time to time, during his or her tenure shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

[Signatures on following page.]

IN WITNESS WHEREOF, RIDOT, Rail Corp, and the MBTA have executed this Agreement as of the date above first written.

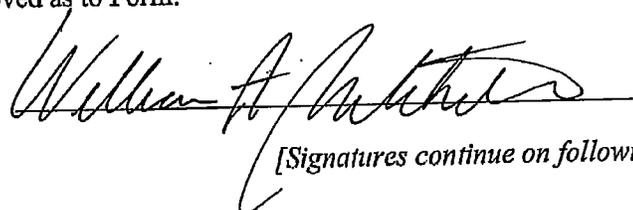
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By:


Richard A. Davey
General Manager

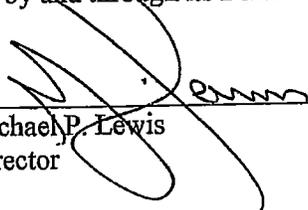
Approved as to Form:

By:


[Signatures continue on following page.]

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS,
Acting by and through its DEPARTMENT OF TRANSPORTATION

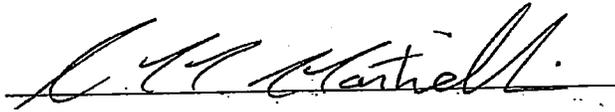
By:



Michael P. Lewis
Director

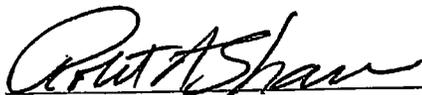
Approved as to Form:

By:



[Signatures continue on following page.]

RHODE ISLAND PUBLIC RAIL CORPORATION

By: 
Robert A. Shawver
Executive Director

[End of Signature Pages]

South County Commuter Rail Initial Schedule**Outbound**

Train Number	Depart Providence	Depart TF Green	Arrive Wickford Jct.
TBD (DH 1)	5:00 AM	5:12 AM	5:24 AM
TBD (DH 2)	5:30 AM	5:42 AM	5:54 AM
TBD (DH 3)	6:05 AM	6:16 AM	6:28 AM
TBD (DH 4)	6:27 AM	6:38 AM	6:50 AM
8803	9:11 AM	9:22 AM	9:34 AM
805	11:30 AM	11:41 AM	11:54 AM
809	3:24 PM	3:35 PM	3:49 PM
811	4:46 PM	4:57 PM	5:10 PM
815	6:06 PM	6:17 PM	6:29 PM
817	6:42 PM	6:53 PM	7:06 PM
819	7:11 PM	7:22 PM	7:34 PM
825	10:11 PM	10:22 PM	10:35 PM

Inbound

Train Number	Depart Wickford Jct.	Depart TF Green	Arrive Providence
804	5:43 AM	5:56 AM	6:07 AM
806	6:09 AM	6:21 AM	6:33 AM
808	6:48 AM	7:00 AM	7:12 AM
810	7:09 AM	7:21 AM	7:33 AM
816	11:18 AM	11:30 AM	11:42 AM
818	1:06 PM	1:18 PM	1:30 PM
8820	4:09 PM	4:19 PM	4:30 PM
822	5:24 PM	5:36 PM	5:48 PM
TBD (DH 5)	6:44 PM	6:56 PM	7:07 PM
TBD (DH 6)	7:25 PM	7:33 PM	7:45 PM
TBD (DH 7)	8:00 PM	8:12 PM	8:23 PM
TBD (DH 8)	10:50 PM	10:58 PM	11:11 PM

Exhibit C

South County Commuter Rail Startup Service

Outbound

Train Number	Depart Providence	Arrive TF Green
TBD (DH 1)	5:34 AM	5:47 AM
TBD (DH 2)	6:12 AM	6:35 AM
815	6:06 PM	6:17 PM
817	6:44 PM	6:55 PM
819	7:11 PM	7:26 PM

Inbound

Train Number	Depart TF Green	Arrive Providence
806	6:17 AM	6:33 AM
808	6:57 AM	7:12 AM
810	7:20 AM	7:35 AM
TBD (DH 3)	6:27 PM	6:43 PM
TBD (DH 4)	7:36 PM	7:51 PM
TBD (DH 5)	7:50 PM	8:12 PM